



**NOTICE OF PUBLIC HEARING
HUACHUCA CITY TOWN COUNCIL
MEETS FOR A PUBLIC HEARING
THURSDAY, FEBRUARY 14, 2019 AT 6:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616**

AGENDA

A. Call to Order

Mayor

- Roll Call and Ascertain Quorum
- Pledge of Allegiance

B. Call to the Public

C. Business before the Council

Mayor

- C.1 Public Hearing – All persons are invited to appear and comment in support of, or opposition to the proposed rate increases for Water and Wastewater (Sewer) fees and related fees. More information for this item can be found on the Town's website.**

C. Adjournment

Posted at 5:00PM on February 11, 2019 at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Jennifer A. Fuller

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



PUBLIC NOTICE
HUACHUCA CITY TOWN COUNCIL
MEETS
THURSDAY, FEBRUARY 14, 2019, AT 7:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public

Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda

Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without the removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the work session held on January 24, 2019.

- C.2 Consider approval of the minutes of the regular meeting held on January 24, 2019
- C.3 Consider approval of the minutes of the Special Meeting held on February 5, 2019.
- C.4 Consider approval of the Invoice Payment Approval Report in the amount of \$ 108,676.71

D. Unfinished Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- D.1 Discussion and/or Action [Councilor Welsch]: Consideration of using participating council members' stipends to help fund the Huachuca City Transit.
- D.2 Discussion and/or Action [Councilor Welsch]: Discussion of the current use of the surplus funds, including a review of past authorizations and direction for future use.

E. New Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- E.1 Discussion and/or Action [Manager Williams]: Proposed increases for Water and Wastewater (Sewer) services, including all rates, fees and related charges. More Information for this item can be found on the Town's website and in Items E2 and E3, below.
- E.2 Discussion and/or Action [Mayor Wallace]: Second Required Reading and Adoption of Ordinance 2019-08, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 13 "WATER," CHAPTER 13.05 "WATER SYSTEM ADMINISTRATION," SECTION 13.05.010 "MANAGEMENT OF WATER SYSTEM;" CHAPTER 13.10 "APPLICATION FOR SERVICE," SECTION 13.10.010 "APPLICATION FOR WATER," SECTION 13.10.030 "VIOLATION OF APPLICATION PROVISIONS;" CHAPTER 13.15 "DEPOSIT," SECTION 13.15.010 "DEPOSIT REQUIRED;" "CHAPTER 13.20 "DISCONTINUANCE OF SERVICE;" "CHAPTER 13.25 "RATES AND BILLS," SECTION 13.25.010 "WATER RATES," SECTION 13.25.030 "WATER BILLS," SECTION 13.25.050 "TURN OFFS AND TURN ONS;" AND "CHAPTER 13.30 "METERS," SECTION 13.30.050 "WATER METER INSTALLATION FEE SCHEDULE," SECTION 13.30.070 "INTERFERENCE BY DOGS," SECTION 13.30.080 "SPECIAL METER READING," AND SECTION 13.30.090 "METER TESTS," TO

INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL WATER SERVICE, AND TO ESTABLISH PENALTIES FOR METER TAMPERING AND THEFT OF SERVICE.

- E.3 Discussion and/or Action [Mayor Wallace] Second Required Reading and Adoption of Ordinance 2019-09, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 14 "SEWERS," CHAPTER 14.10 "RULES AND REGULATIONS," SECTION 14.10.020 "GUARANTEE DEPOSIT," AND SECTION 14.10.030 "MINIMUM CHARGES, TAXES AND RATES," AND CHAPTER 14.20 "DEPARTMENT AND CONSUMER RESPONSIBILITIES," SECTION 14.20.010 "SEWER DEPARTMENT RESPONSIBILITIES AND LIABILITIES" TO INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL SEWER SERVICE.
- E.4 Discussion and/or Action [Manager Williams]: Consider adoption of Resolution 2019-08, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOMBSTONE UNIFIED SCHOOL DISTRICT #1 TO RESOLVE AN EASEMENT DISPUTE.
- E.5 Discussion only [Mayor Wallace]: Presentation of a letter thanking the Huachuca City Police Dispatchers for their years of service.
- E.6 Discussion and/or Action [Chief Thies]: Consider approval of a Memorandum of Understanding (MOU) between the Huachuca City Police Department and the Arizona Rangers.
- E.7 Discussion and/or Action [Mayor Wallace]: Staff direction to apply for grant funding for the Huachuca City Transit.
- E.8 Discussion Only [Mayor Wallace]: Black Friday as a paid holiday for staff.
- E.9 Discussion and/or Action [Mayor Wallace]: Consider adoption of Resolution 2019-09, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SIERRA VISTA FOR HUMAN RESOURCES SERVICES.

- F. Reports of Current Events by Council
G. Items to be placed on future agendas
H. Adjournment

Posted at 5:00pm February 12, 2019 at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
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Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616
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Jennifer A. Fuller

Town Clerk

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PUBLIC NOTICE
HUACHUCA CITY TOWN COUNCIL
MEETS FOR A WORK SESSION
THURSDAY, JANUARY 24, 2019 AT 6:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

The meeting was called to order at 6:02pm by Mayor Wallace. The Pledge of Allegiance was led by Mayor Wallace.

Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth.

Absent: Walt Welsch (excused), Christy Hirshberg (excused).

B. Call to the Public

Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments.

C. Business before the Council

Mayor

C.1 Discussion Only [Councilmember Welsch]: Review of Fiscal Year 2018-19 Budget, First and Second Quarters Expenditures and Payment Approval Reports.

Motion: Open Item C.1, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Cynthia Butterworth.

Mayor Wallace advised that Mr. Welsch was absent due to a death in the family, and because the Work Session was Mr. Welsch's item, this Work Session will be postponed until such time as Mr. Welsch is ready to continue.

D. Adjournment

Motion: Adjourn meeting, Action: Adjourn, Moved by Johann Wallace, Seconded by Donna Johnson.

Motion passed unanimously.

Meeting adjourned at 6:05pm.

Approved by Mayor Wallace on February 14, 2019

Johann Wallace, Mayor

Attest: _____
Jennifer A. Fuller, Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Work Session for the Huachuca City Town Council held on January 24, 2019. I further certify that the meeting was duly called and a quorum was present.

Jennifer A. Fuller, Town Clerk



**MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
MEETING HELD
THURSDAY, JANUARY 24, 2019 AT 7:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616**

AGENDA

A. Call to Order

- Pledge of Allegiance
- Roll Call and Ascertain Quorum
- Invocation

Mayor

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

The meeting was called to order at 7:01pm. The Pledge of Allegiance was led by Mayor Wallace.
Roll Call.

Present: Johann Wallace, Dorina Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Matthew Williams (not voting), Jennifer Fuller (not voting), Thomas Benavidez, Attorney.

Absent: Walt Welsch (excused).

The invocation was offered by Pastor Larry Whitney of the Mustang Mountain Cowboy Church.

B. Call to the Public

Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments offered.

C. Consent Agenda

Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the minutes of the Council Meeting held on January 10, 2019.
- C.2 Consider approval of the Invoice Payment Approval Report in the amount of \$ 181,105.85
- C.3 Consider acceptance of letter from Huachuca City Senior Center Management, LLC refusing recognition by the Town for their years of service.
- C.4 Consider acceptance of Harland Sexton's resignation from Council, effective 01/24/2019
- C.5 Authorize the declaration as surplus property the following Item(s), to be sold by auction or otherwise disposed of in accordance with Town Policy:
 - a. 10 cans of diesel additive

Motion: Approve the Consent Agenda, Items C.1-C.5, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson
Motion passed unanimously.

D. Unfinished Business before the Council

Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- D.1 Discussion and/or Action [Dr. Jim Johnson]; Second required reading and adoption of Ordinance 2019-04, AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 18 "ZONING," CHAPTER 18.115 "MANUFACTURED HOME PARKS" BY REPLACING THE TOWN'S MANUFACTURED HOME PARKS REGULATIONS WITH THE NEW 2018 MANUFACTURED HOME PARKS REGULATIONS.

Motion: Open Item D.1, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

Motion: Adopt Ordinance 2019-04, **Action:** Adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

- D.2 Discussion and/or Action [Councilor Welsch]: Consideration of using participating council members' stipends to help fund the Huachuca City Transit.

Mayor Wallace advised he would not open this item, however, there was a Call to the Public slip submitted for the item. Mayor Wallace asked Ms. Coonts if she would still like to address that Council, to which she stated she would.

Linda Coonts addressed the Council regarding the bus and presented the Town Clerk with a petition of supporters for the bus program.

Mayor Wallace advised this item will be postponed, as Mr. Welsch was absent.

- D.3 Discussion and/or Action [Councilor Welsch]: Discussion of the current use of the surplus funds, including a review of past authorizations and direction for future use.

Mayor Wallace advised this item will be postponed, as Mr. Welsch was absent.

- D.4 Discussion and/or Action [Manager Williams]: Consider approval of quote for purchase of roof repair or replacement for the Huachuca City Senior Center.

Motion: Open Item D.4, **Action:** Open item for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Dr. Johnson presented the Council with several quotes for the replacement of the roof at the Senior Center. Council discussed the differences between the quotes.

Mayor Wallace explained he would make several motions; first he would make a motion for the quote from Berg's Heating and Cooling to remove the HVAC. Should that motion fail, he would move on to the quote from Mountain View Air. He would then do the same for the roof work quotes from Artistic Roofing Systems and Sun Valley Roofing.

Motion: approve and accept the quote from Berg's Heating and Cooling to remove the HVAC, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.
Motion passed unanimously.

Motion: approve and accept the quote from Artistic Roofing Systems for the replacement of the Senior Center roof, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.
Motion failed, 2-3.

Motion: approve and accept the quote from Sun Valley Roofing for the replacement of the Senior Center roof, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.
Motion passed, 4-1.

E. New Business before the Council

Mayor

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- E.1 Discussion Only [Mayor Wallace]: Presentation of the Yard of the Month winners for February 2019, in coordination with the Friends of Huachuca City.**

Motion: open Item E.1, **Action:** Open for Discussion and/or Action, **Moved by Johann Wallace, Seconded by Donna Johnson.**

Mayor Wallace and Stuart Jantzen of the Friends of Huachuca City presented plaques and gift certificates to the Yard of the Month winners for February 2019. The winners were: Joey and Cathy Campbell, Lu Porter and Larry and Jackie Fairweather.

- E.2 Discussion and/or Action [Manager Williams]: Monthly Budget Update Report presentation by Spencer Forsberg of Haymore and Forsberg, C.P.A.**

Motion: open item E.2, **Action:** Open for Discussion and/or Action, **Moved by Johann Wallace, Seconded by Donna Johnson.**

Spencer Forsberg presented the Council with the Monthly Budget Update. For the second month in a row, the General Fund saw more revenue than expenditures.

No Council action or vote required.

- E.3 Discussion and/or Action [Director Harvey]: Update to the Council and Town regarding the E-rate library internet services project.**

Motion: open Item E.3, **Action:** Open for Discussion and/or Action, **Moved by Johann Wallace, Seconded by Donna Johnson.**

Library Services Director Suzanne Harvey presented the Council and the public in attendance with an update of the E-rate internet project. The Town has received \$154,000 which will fully fund the project. This will bring high-speed internet to the Town library and may in the future be available to the residents in their homes.

No Council action or vote required.

- E.4 Discussion and/or Action [Manager Williams]: Consider approval of an interim agreement between Mustang Mountain Church, Huachuca City Senior Center Management, LLC and the Town for Senior Center Services between 2/1/2019 and 6/30/2019.

Motion: open Item E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

Mayor Wallace advised the Council that he had spoken to Pastor Whitney and, while the church still has some concerns, he feels confident that an agreement can be reached between staff and the church leadership.

Motion: direction to staff to work directly with the MMCC church leadership to come to an agreement, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

- E.5 Discussion and/or Action [Manager Williams]: Consider adoption of Resolution 2019-05, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SIERRA VISTA FOR ANIMAL CARE SERVICES

Motion: open item E.5, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

The City of Sierra Vista and the Nancy J. Brua Animal Center are already assisting the town with the care of animals while the town's animal shelter is closed for repairs. This resolution and IGA only serve to formalize the agreement.

Motion: adoption of Resolution 2019-05, **Action:** Adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

- E.6 Discussion and/or Action [Manager Williams]: Consider adoption of Resolution 2019-06, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, ADOPTING CHANGES TO THE TOWN'S PERSONNEL POLICIES CONCERNING HOLIDAY PAY.

Motion: open item E.6, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

The previous Town Policy for Holiday Pay allowed employees to "cash out" some of their holiday pay as long as they met certain criteria. This change will do away with that policy entirely, while increasing the cap of earned hours to 240 and the inclusion of Christmas Eve as a paid holiday for staff.

Motion: adoption of Resolution 2019-06, **Action:** Adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

- E.7 Discussion and/or Action [Chief Thies]: Consider adoption of Resolution 2019-07, A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE FEE SCHEDULE FOR THE ANIMAL SHELTER.**

Motion: open item E.7, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

The public had been previously notified of the proposed increase and, while the animal shelter is currently closed, staff felt it appropriate to move forward with the increase in the event the shelter re-opens.

Motion: adoption of Resolution 2019-07, **Action:** adopt, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

- E.8 Discussion and/or Action [Manager Williams]: Update to the Council regarding the Town's Caterpillar equipment.**

Motion: open item E.8, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

Mr. Williams presented the Council and public in attendance with an update regarding the Town's Caterpillar equipment. The new equipment was delivered and is working perfectly. The landfill crew is operating the equipment correctly and there have been no problems. The new equipment is under warranty, uses less diesel fuel and the monthly payments are less than what the town was paying monthly for the old equipment.

No Council action or vote required.

- E.9 Discussion and/or Action [Manager Williams]: Request of authorization to purchase heavy equipment with the funds from the sale of the Caterpillar 836 Compactor.**

Motion: open item E.9, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

The sale of the 836 Caterpillar brought a profit of \$144,000. This money is Enterprise Fund money, meaning it has to stay in the landfill account. The town needs a scraper, a 10-wheel dump truck, a semi and low-boy trailer. Mr. Williams requested the Council's authorization to use part or all of the \$144,000 to purchase these items.

Motion: Authorize staff to spend the money, not to exceed \$144,000 to purchase a scraper, 10-wheel dump truck, semi and low-boy trailer for the landfill, **Action:** Approve, **Moved by**, Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

- E.10 Discussion and/or Action [Manager Williams]: Request for approval and acceptance of a quote from Empire Cat for rental of a 613C Scraper.**

Motion: open item E.10, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

The landfill scraper is currently down and the town needs to rent one to continue operations at the landfill.

Motion: accept the quote for rental of a scraper for the landfill, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

- E.11 Discussion and/or Action [Clerk Fuller]: Announcement of Council vacancy and the timeline for applicants to submit.

Motion: open item E.11, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Joy Banks.

Mr. Sexton is unable to take his Council seat due to a medical issue. Therefore, there is a vacancy on the Council. Ms. Fuller presented the Council with an application that interested members of the public may use to apply for the appointment. The deadline for submission of applications will be 5:00pm February 20, 2019. The Council will hold a work session on February 28, 2019 at 6:00pm to conduct interviews of applicants and, if one is chosen, that person will be sworn in and seated on February 28, 2019.

Motion: direction to staff to announce the vacancy and work on the timeline presented, **Action:** Approve, **Moved by**, Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

F. Town Manager Report

Town Manager Matthew Williams highlighted several points of his report.

G. Reports of Current Events by Council

Joy Banks reported from the SVMPO meeting. Donna Johnson reported from the Mayor/Manager Luncheon she attended earlier that day. Mayor Wallace reported he met with Senator Martha McSally.

H. Items to be placed on future agendas.

Future agenda items will include Mr. Welsch's items, when he is ready to bring them forward, and the possible agreement with MMCC for the Senior Center operations.

I. Adjournment

Motion: adjourn meeting, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg. Motion passed unanimously.

Meeting was adjourned at 8:49pm

Approved by Mayor Wallace on February 14, 2019.

Johann Wallace, Mayor

Attest: _____
Jennifer A. Fuller, Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on January 24, 2019. I further certify that the meeting was duly called and a quorum was present.

Jennifer A. Fuller, Town Clerk



PUBLIC NOTICE
HUACHUCA CITY TOWN COUNCIL
MEETS FOR A SPECIAL MEETING & POSSIBLE EXECUTIVE SESSION
TUESDAY, FEBRUARY 5, 2019 AT 6:00PM
HUACHUCA CITY TOWN HALL-500 N. GONZALES BLVD. HUACHUCA CITY,
AZ 85616

AGENDA

A. Call to Order

Mayor

The meeting was called to order at 6:02pm by Mayor Wallace. The Pledge of Allegiance was led by Mayor Wallace.

Roll Call.

Present: Johann Wallace, Donna Johnson, John Hanks, Cynthia Butterworth.

Absent: Christy Hirshberg.

Present but abstaining from proceedings: Walt Welsch

Also Present: Town Manager Matthew Williams, Town Clerk Jennifer Fuller, Town Attorney Thomas Benavidez and Library Director Suzanne Harvey.

B. Business before the Council

Mayor

B.1 Discussion and/or Action [Manager Williams] – The Council might vote to go into executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to discuss employment matters regarding the Library Director, Suzanne D. Harvey. Any action on this item would be taken in public [open] session

Motion: Open Item, Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Donna Johnson.

Mayor Wallace asked Mr. Welsch if he wished to address the Council. Mr. Welsch advised the Council he had two items. The first was that he felt this meeting was in violation of Open Meeting Law because the complaint against him was not mentioned in the language of the agenda. Attorney Thomas Benavidez advised the Council that, because this was actually an HR issue, the Town had a responsibility to protect the employee and, because the complaint is an employment issue, the language on the agenda was fine.

Mr. Welsch's second item was that he considered this to be an EEOC complaint and, as such, he felt it was improper to introduce the complaint before an investigation had been conducted. Mr. Welsch stated he refused to participate in the meeting and left the Council chamber.

Mr. Benavidez informed the Council that the process Ms. Harvey had used was correct; she brought the complaint first to the attention of her Immediate supervisor and the Council. This is not an EEOC complaint because she did not complain to the EEOC.

Mayor Wallace asked Ms. Harvey if she would like to address the Council. Ms. Harvey clarified that the reason she brought the complaint to the attention of her supervisor and Council was because she believed that was the proper thing to do; she had not had an intention of making a complaint to the EEOC.

Motion: direction to staff to engage the City of Sierra Vista to conduct a third-party investigation to address the claims made by Ms. Suzanne Harvey against Councilor Welsch and for Attorney Benavidez to send notice to Councilor Welsch to steer clear of the library and its employees until the investigation is completed, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

C. Adjournment

Motion: Adjourn meeting, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Donna Johnson. Motion passed unanimously.

Meeting adjourned at 6:16pm.

Approved by Mayor Wallace on February 14, 2019

Johann Wallace, Mayor

Attest: _____

Jennifer A. Fuller, Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Special Meeting for the Huachuca City Town Council held on February 5, 2019. I further certify that the meeting was duly called and a quorum was present.

Jennifer A. Fuller, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1022250							
CopperPoint Mutual Insurance	1011019473	Workmans Comp	02/01/2019	2,025.00	.00		
Total 1022250:				2,025.00	.00		
1022500							
Cigna Healthcare (FACETS Plans	EFT01232019	Employee Health Insurance	01/23/2019	12,876.48	12,876.48	01/24/2019	
Total 1022500:				12,876.48	12,876.48		
1022510							
Principal Life Insurance Co	106079110001/	employee benefit	01/19/2019	708.48	708.48	01/29/2019	
Total 1022510:				708.48	708.48		
1022520							
AFLAC	147223	Payroll Deduction	01/24/2019	523.80	523.80	01/29/2019	
Total 1022520:				523.80	523.80		
1022540							
Vison Service Plan	01182019	Vison Ins./30 049730 0001	01/16/2019	136.50	136.50	01/29/2019	
Total 1022540:				136.50	136.50		
1022550							
UNUM Life Ins. Co. of America	0012/02072019	Employee Life/AD&D Ins./080830	02/07/2019	113.46	.00		
UNUM Life Ins. Co. of America	0013/02072019	Voluntary Life/AD&D/0808295-00	02/07/2019	185.49	.00		
Total 1022550:				298.95	.00		
1042220							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.54	.00		
Total 1042220:				274.54	.00		
1043220							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.54	.00		
Total 1043220:				274.54	.00		
1043271							
AT&T	09001/0204201	Phone Service	02/04/2019	867.21	867.21	02/12/2019	
Total 1043271:				867.21	867.21		
1043290							
Wist Office Products	1846500	Folders, Clips, Sheet Protectors, L	01/30/2019	85.36	.00		
Total 1043290:				85.36	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1043340							
Southwest Gas Corporation	02012019	Utility Service-Gas	02/28/2019	101.29	101.29	02/05/2019	
S.S.V.E.C	02062019	Town Hall	02/08/2019	432.31	432.31	02/12/2019	
Total 1043340:				533.60	533.60		
1043360							
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/05/2019	16.25	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	01/28/2019	7.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	02/04/2019	12.50	.00		
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/08/2019	17.17	.00		
Total 1043360:				54.92	.00		
1043440							
Purchase Power	1630/01172019	Postage	01/17/2019	251.75	251.75	01/29/2019	
Total 1043440:				251.75	251.75		
1043475							
Fleet Services	57456882	fuel expense	01/16/2019	124.54	124.54	01/29/2019	
Total 1043475:				124.54	124.54		
1043480							
Clark Information Systems	119229	Internet Service	01/25/2019	89.95	89.95	01/29/2019	
Caselle, Inc	92906	Contract Support	02/01/2019	712.00	.00		
Total 1043480:				801.95	89.95		
1043500							
Truly Nolen Exterminating, Inc	250130210	Pest Control	02/06/2019	44.00	.00		
Total 1043500:				44.00	.00		
1043705							
Copygraphix	24200095	Copy Machine Lease/Town Hall	02/04/2019	604.00	604.00	02/12/2019	
Total 1043705:				604.00	604.00		
1045250							
Aaron Parr	01242019	Alternate Magistrate Reimburse	01/24/2019	40.00	.00		
Total 1045250:				40.00	.00		
1045810							
Benavidez Law Group, P.C.	68460	Prosecution Fees	02/01/2019	693.00	.00		
Total 1045810:				693.00	.00		
1048840							
Hewlett-Packard Financial Service	600589495	Computer	01/19/2019	683.75	.00		
Total 1048840:				683.75	.00		
1051230							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.54	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1051230:				274.54	.00		
1051271							
AT&T	08001/0204201	Phone Service	02/04/2019	80.88	80.88	02/12/2019	
Total 1051271:				80.88	80.88		
1051290							
Wist Office Products	1836100	Paper, Folders, Labels, Binders, B	01/08/2019	228.17	.00		
Wist Office Products	1836476	Paper, Folders, Labels, Binders, B	01/09/2019	54.20	.00		
Total 1051290:				280.37	.00		
1051340							
Southwest Gas Corporation	02012019	Utility Service-Gas	02/28/2019	101.30	101.30	02/05/2019	
S.S.V.E.C	02082019	Police Dept	02/08/2019	372.82	372.82	02/12/2019	
Total 1051340:				474.12	474.12		
1051380							
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/05/2019	18.25	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	01/28/2019	7.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	02/04/2019	12.50	.00		
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/08/2019	17.17	.00		
Total 1051380:				54.92	.00		
1051480							
Greinger, Inc	9076988238	Emergency Light-Battery Backup	02/04/2019	309.85	.00		
Total 1051480:				309.85	.00		
1051470							
Gardner's Garage	03379	Vehicle Maint	12/17/2018	42.52	.00		
Gardner's Garage	03380	Mount & Balance Tires	12/17/2018	36.00	.00		
Gardner's Garage	03P452	Vehicle Maint	01/18/2019	42.52	.00		
Gardner's Garage	03P521	Vehicle Maint	02/12/2019	13.50	.00		
Total 1051470:				134.54	.00		
1051475							
Fleet Services	57458682	fuel expense	01/15/2019	881.08	881.08	01/29/2019	
Total 1051475:				881.08	881.08		
1051820							
Empire Southwest, LLC	EPCT0001289	Generator-2 Year Contract	01/07/2019	225.38	.00		
Total 1051820:				225.38	.00		
1052140							
Benavidez Law Group, P.C.	88480	Attorney Fees	02/01/2019	274.54	.00		
Total 1052140:				274.54	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1052340							
S.S.V.E.C	02062019	Animal Shelter	02/06/2019	38.58	38.58	02/12/2019	
Total 1052340:				38.58	38.58		
1052360							
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/05/2019	73.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	01/28/2019	28.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	02/04/2019	50.00	.00		
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/06/2019	68.58	.00		
Total 1052360:				219.58	.00		
1052471							
Ally	013000174743	2018 ChevSilverado/Muni#17327	12/18/2018	10,320.98	10,320.98	01/29/2019	
Total 1052471:				10,320.98	10,320.98		
1052475							
Fleet Services	57458682	fuel expense	01/15/2019	100.53	100.53	01/29/2019	
Total 1052475:				100.53	100.53		
1052480							
TransWorld Network, Corp	14530698-054	Internet Services	01/25/2019	64.86	64.86	01/29/2019	
Total 1052480:				64.86	64.86		
1053340							
Southwest Gas Corporation	02012019	Utility Service-Gas	02/28/2019	742.88	742.88	02/05/2019	
S.S.V.E.C	02082019	Fire Station	02/06/2019	860.13	860.13	02/12/2019	
Total 1053340:				1,603.01	1,603.01		
1053450							
Empire Southwest, LLC	EPCT0001289	Generator-2 Year Contract	01/07/2019	225.37	.00		
Total 1053450:				225.37	.00		
1054300							
Benavidez Law Group, P.C.	68480	Attorney Fees	02/01/2019	274.54	.00		
Total 1054300:				274.54	.00		
1054360							
SW Building Inspection Service	9454	Contract Services	01/31/2019	4,050.00	.00		
Total 1054360:				4,050.00	.00		
1057340							
S.S.V.E.C	02082019	street lights	02/06/2019	2,523.52	2,523.52	02/12/2019	
Total 1057340:				2,523.52	2,523.52		
1057360							
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/05/2019	73.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	01/28/2019	28.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AZ Department of Corrections	D08106201901	Inmate Labor	02/04/2019	50.00	.00		
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/06/2019	68.65	.00		
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Total 1057380:				494.20	.00		
1057460							
Batteries + Bulbs	840-P1104109	Battery For Welcome HC Sign Hw	01/30/2019	136.12	.00		
Total 1057460:				136.12	.00		
1058340							
S.S.V.E.C	02062019	Pool	02/06/2019	482.14	482.14	02/12/2019	
Total 1058340:				482.14	482.14		
1060460							
Phoenix Welding Supply Co.	SV101807	Aluminum Sheet	01/30/2019	12.96	.00		
Phoenix Welding Supply Co.	SV101923	Aluminum Sheet	02/05/2019	51.34	.00		
Total 1060460:				36.36	.00		
1062271							
AT&T	43001/0204201	Phone Service	02/04/2019	54.67	54.67	02/12/2019	
Total 1062271:				54.67	54.67		
1062290							
Wist Office Products	1836670	Toilet Paper	01/09/2019	3.76	.00		
Wist Office Products	1836746	Toilet Paper	01/14/2019	74.57	.00		
Wist Office Products	CREDIT18349	Toilet Paper	01/11/2019	3.78	.00		
Total 1062290:				74.57	.00		
1062340							
Southwest Gas Corporation	02012019	Utility Service-Gas	02/28/2019	250.07	250.07	02/05/2019	
S.S.V.E.C	02062019	Library	02/06/2019	510.20	510.20	02/12/2019	
Total 1062340:				760.27	760.27		
1062366							
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/05/2019	36.50	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	01/28/2019	14.00	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	02/04/2019	25.00	.00		
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/06/2019	34.33	.00		
Total 1062366:				109.83	.00		
1062460							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Total 1062460:				274.55	.00		
1062481							
Clark Information Systems	119228	Internet Service	01/25/2019	94.95	94.95	01/29/2019	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1062481:				94.95	94.95		
1062660 Kara Russian	01282019	Per Diem For Star Net/Nasa Traini	01/29/2019	52.00	52.00	01/29/2019	
Total 1062660:				52.00	52.00		
1062705 Copygraphix	24125284	Copy Machine Lease/Library	01/23/2019	531.41	531.41	02/06/2019	
Total 1062705:				531.41	531.41		
1065475 Fleet Services	57458882	fuel expense	01/15/2019	164.99	164.99	01/29/2019	
Total 1065475:				164.99	164.99		
1068140 Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Herald Review Media	489340/175589	Publication Of RFP Notice Senior	01/31/2019	42.03	.00		
Total 1068140:				316.58	.00		
1068340 Southwest Gas Corporation	02012019	Utility Service-Gas	02/28/2019	195.43	195.43	02/05/2019	
S.S.V.E.C	02062019	Senior Center	02/06/2019	271.03	271.03	02/12/2019	
Total 1068340:				466.46	466.46		
1068341 HCSC Management	01042019	Internet Service	02/04/2019	109.72	109.72	02/05/2019	
Total 1068341:				109.72	109.72		
2040200 Az State Treasurer	5135/01312019	monthly conversions	02/05/2019	5,130.32	.00		
Cochise County Superior Court	01312019	court revenue/\$1 Assessment	01/31/2019	23.78	.00		
General Fund(Trust)	01312019	monthly court conversions	01/31/2019	7,206.91	.00		
Total 2040200:				12,361.01	.00		
5121350 Rod Pieren	2105153/02042	Water Deposit Refund	02/04/2019	1.09	.00		
John Warren	2105118/02042	Water Deposit Refund	02/04/2019	23.34	.00		
Ronda Leever	4000226/02042	Water Deposit Refund	02/04/2019	11.17	.00		
Rick Keeling	2001502/02122	Water Deposit Refund	02/12/2019	.92	.00		
Total 5121350:				36.52	.00		
5140110 Cintas Corporation No. 445	4015515215	Uniform and Rentals/Public Works	01/23/2019	86.88	.00		
Cintas Corporation No. 445	4015872682	Uniform and Rentals/Public Works	01/30/2019	93.75	.00		
Cintas Corporation No. 445	4016244881	Uniform and Rentals/Public Works	02/06/2019	96.93	.00		
Total 5140110:				277.56	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5140340							
S.S.V.E.C	02062019	Wells	02/06/2019	3,014.52	3,014.52	02/12/2019	
Total 5140340:				3,014.52	3,014.52		
5140360							
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/05/2019	73.00	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	01/28/2019	28.00	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	02/04/2019	50.00	.00		
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/06/2019	68.85	.00		
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Apache Real Estate Investments	1-2019	Contract Service-Water Site Inspe	02/01/2019	500.00	.00		
Total 5140360:				994.20	.00		
5140370							
AZ Dept of Revenue	EFT01312019	Sales Tax	01/30/2019	1,065.76	1,065.76	01/30/2019	
Total 5140370:				1,065.76	1,065.76		
5140440							
Purchase Power	1630/01172019	Postage	01/17/2019	251.75	251.75	01/29/2019	
Total 5140440:				251.75	251.75		
140460							
Arizona Blue Stake, Inc.	2019-AA0273	Annual Assessment	01/01/2019	144.22	.00		
Herald Review Media	489340/175588	Notice of Intent To Reuse Water/S	01/31/2019	13.35	.00		
Phoenix Welding Supply Co.	SV101806	Oxygen Cylinder, Acetylene	01/30/2019	114.92	.00		
Total 5140460:				272.49	.00		
5140475							
Fleet Services	57458892	fuel expense	01/15/2019	328.71	328.71	01/29/2019	
Senegy Petroleum LLC	509192	Diesel #2	01/23/2019	194.77	.00		
Senegy Petroleum LLC	510923	Diesel #2	01/30/2019	193.50	.00		
Senegy Petroleum LLC	512751	Diesel #2	02/06/2019	190.92	.00		
Total 5140475:				907.90	328.71		
5140510							
YL Technology, LLC	32313	Sampling Fee	01/21/2019	92.00	.00		
Total 5140510:				92.00	.00		
5140610							
D&M Tire & Wheel	34748	Repair Tire Back Hoe	01/29/2019	16.00	.00		
Empire Southwest, LLC	EPCT0001289	Generator-2 Year Contract	01/07/2019	673.50	.00		
Total 5140610:				689.50	.00		
5221350							
Debbie Gunning	3014004/01242	Sewer Deposit Refund	01/24/2019	6.95	.00		
Jill & Jon Rasmussen	1003269/02012	Sewer Deposit Refund	02/01/2019	1.09	.00		
Marylou Wood	2104164/02012	Sewer Deposit Refund	02/01/2019	1.09	.00		
Ronda Leever	4000226/02042	Sewer Deposit Refund	02/04/2019	15.00	.00		
Rick Keeling	2001502/02122	Sewer Deposit Refund	02/12/2019	15.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 5221350:				39.13	.00		
5240340							
S.S.V.E.C	02062019	Sewer Ponds	02/08/2019	648.37	648.37	02/12/2019	
Total 5240340:				648.37	648.37		
5240380							
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/05/2019	73.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	01/28/2019	28.00	.00		
AZ Department of Corrections	D08108201901	Inmate Labor	02/04/2019	50.00	.00		
AZ Department of Corrections	D08108201901	Inmate Transportation Cost	02/06/2019	68.66	.00		
Valenzuela, Jr. Carlos S.	195637	Contract Labor	02/04/2019	400.00	.00		
Total 5240380:				619.66	.00		
5240480							
Arizona Blue Stake, Inc.	2019-AA0273	Annual Assessment	01/01/2019	144.22	.00		
Herald Review Media	489340/175598	Notice of Intent To Raise Water/S	01/31/2019	13.35	.00		
Total 5240480:				157.57	.00		
5240475							
Fleet Services	57458862	fuel expense	01/16/2019	328.70	328.70	01/29/2019	
Senergy Petroleum LLC	509192	Diesel #2	01/23/2019	194.77	.00		
Senergy Petroleum LLC	510923	Diesel #2	01/30/2019	183.50	.00		
Senergy Petroleum LLC	512751	Diesel #2	02/08/2019	190.92	.00		
Total 5240475:				907.89	328.70		
5240650							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Total 5240650:				274.55	.00		
5540110							
Cintas Corporation No. 445	4015515215	Uniform and Rentals/Landfill	01/23/2019	84.97	.00		
Cintas Corporation No. 445	4015872862	Uniform and Rentals/Landfill	01/30/2019	78.10	.00		
Cintas Corporation No. 445	4016244881	Uniform and Rentals/Landfill	02/08/2019	154.21	.00		
Total 5540110:				317.28	.00		
5540290							
Wist Office Products	1835040	Janitorial & Office Supplies	01/04/2019	282.18	.00		
Wist Office Products	1836446	Janitorial & Office Supplies	01/09/2019	38.46	.00		
Wist Office Products	1841646	Janitorial & Office Supplies	01/21/2019	39.04	.00		
Total 5540290:				359.68	.00		
5540340							
AT&T	09001/0204201	Phone Service	02/04/2019	98.25	98.25	02/12/2019	
Lal Enterprises, Inc	28883	septic clean out scalehouse	01/31/2019	57.75	.00		
S.S.V.E.C	02062019	Landfill Scales	02/08/2019	1,188.32	1,188.32	02/12/2019	
Total 5540340:				1,344.32	1,286.57		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5540380							
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/05/2019	148.01	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	01/29/2019	58.00	.00		
AZ Department of Corrections	D08106201901	Inmate Labor	02/04/2019	80.00	.00		
AZ Department of Corrections	D08106201901	Inmate Transportation Cost	02/06/2019	137.32	.00		
McCoy's Septic Pumping Service	4014	Clean Landfill Septic Tank	01/24/2019	190.00	.00		
Total 5540380:				579.33	.00		
5540480							
Ace Hardware	162247/1	Paint & Shackles	01/30/2019	121.62	.00		
Gagnons Sand and Gravel	1918	1" Gravel	02/08/2019	987.56	.00		
D&M Tire & Wheel	34866	Repair PW1 Tires	02/05/2019	16.00	.00		
Sparkletts	117434480131	Water	01/31/2019	56.62	.00		
Phoenix Welding Supply Co.	SV101937	Helmet	02/06/2019	172.83	.00		
Waste Management of AZ	0678682-0667-	Relocate	02/01/2019	2,210.00	.00		
Total 5540480:				3,564.63	.00		
5540475							
Fleet Services	57456882	fuel expense	01/15/2019	247.46	247.46	01/29/2019	
Senergy Petroleum LLC	509192	Red Dyed Diesel #2	01/23/2019	751.25	.00		
Senergy Petroleum LLC	510923	Red Dyed Diesel #2	01/30/2019	949.26	.00		
Senergy Petroleum LLC	512751	Red Dyed Diesel #2	02/06/2019	990.14	.00		
Total 5540475:				2,938.11	247.46		
5540500							
Musco Sports Lighting, LLC	318790	1500w Clear Z-Lamps	02/12/2019	989.75	.00		
Total 5540500:				989.75	.00		
5540610							
Ace Hardware	162257/1	Repair on D8	01/30/2019	4.08	.00		
Empire Southwest, LLC	EMPS4561467	Filters	01/18/2019	972.39	.00		
Empire Southwest, LLC	EMPS4564606	Repair 638H	01/23/2019	1,219.11	.00		
Empire Southwest, LLC	EMRA0020134	Rental 613 Scraper	01/23/2019	6,240.33	.00		
Merle's Automotive Supply	16269799	Filters	01/30/2019	517.06	.00		
Merle's Automotive Supply	16270411	Battery & Terminal To Repair 988	02/04/2019	227.74	.00		
Merle's Automotive Supply	16270685	Filters	02/05/2019	780.54	.00		
Merle's Automotive Supply	16270706	Air Filters	02/05/2019	229.14	.00		
Southwestern Sales Co.	0215259-IN	Repair Tarp Machine	01/24/2019	1,655.62	.00		
Southwestern Sales Co.	0215442-IN	Tarps and Supplies	02/07/2019	3,755.96	.00		
Vista Glass Inc.	98881	Install New Glass Window Front L	01/23/2019	292.72	.00		
Mettler-Toledo, LLC	654701962	Scale Calibration	02/01/2019	1,275.67	.00		
Senergy Petroleum LLC	509853	Victory Blue Def	01/28/2019	49.60	.00		
Senergy Petroleum LLC	509858	15-40 Oil	01/31/2019	2,504.33	.00		
Total 5540610:				19,724.21	.00		
5540650							
Benavidez Law Group, P.C.	68460	Attorney Fees	02/01/2019	274.55	.00		
Total 5540650:				274.55	.00		
5540705							
Caterpillar Financial Services	19619026	Payment For D6T Tractor	02/04/2019	3,450.87	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Caterpillar Financial Services	19619026	Payment For 616K Compactor	02/04/2019	3,313.62	.00		
Total 5540705:				8,764.69	.00		
5540855							
Terracon Consultants, Inc	TB66072	4th Qtr Monitoring	01/14/2019	884.37	.00		
Total 5540855:				884.37	.00		
7340850							
APS	1263280000/01	electric bill	01/23/2019	51.39	51.39	01/29/2019	
Total 7340850:				51.39	51.39		
Grand Totals:				108,676.71	42,543.45		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Memo: Council Stipend Bus Line Funding

Town Councilmembers receive a monthly stipend of \$150 per month, or \$1800 per year. The Mayor receives a monthly stipend of \$300 per month or \$3600 per year.

Six Councilmembers annual stipend \$10,800 (\$1800 x 12 months). *Note: We are currently short one Councilmember.*

Mayor annual stipend \$3600 (\$300 x 12 months)

- **\$10,800 Council Stipend**
- **\$3600 Mayor Stipend**

\$14,400 total annual Council stipend

However, two Councilmembers choose to not take a stipend. That equals to \$3600 (\$1800 x 2) back to the general fund annually.

\$14,400

-\$3600

\$10,800 annual Council stipend (Including Mayor)

It should also be noted that many Councilmembers choose to use their stipend for Town expenses such as the league conference or IT supplies for the Town. This is a savings to the general fund expense accounts, that would have to be purchased otherwise in addition to the Council stipend.

Council Stipend Bus Line Proposal

Old Bus Line System Costs

3 runs per day, M-F. 15 runs per week

750 runs per year excluding holidays (*15 x 50 weeks*)

2017-18 Actual costs \$58,279/750 runs=\$77.70 per run

2017-18 Bus Line actual costs

- Personnel Costs \$29,050 (2 drivers)
- Employee Benefits \$4054.06
- Cell Phone \$994
- Insurance \$10,025
- Vehicle Expense \$6865
- Fuel Expense \$7290
- Total \$58,279

Councilmember Welsch Proposal

1 run per day 10am-2pm, Tuesday-Friday. 4 runs per week.

200 runs per year excluding holidays (*4 x 50 weeks*)

Welsch Proposal Projected Costs

- Wages \$8800 (*1 driver- \$11 per hour @ 16 hours per week @ 50 weeks per year*)
- Benefits \$611 (*1 driver-6.95% of wages-P/T Position*)
- Insurance \$6683 (*Based on 2 vehicles*)
- Vehicle Expense \$2288 (*17-18 costs/3-Reduced Bus Runs*)
- Fuel Expense \$2430 (*17-18 costs/3-Reduced Runs*)
- Total \$20,812

Memo: Surplus Fund expenditure approvals

January 22, 2019

Mayor and Council,

The Town has sold at surplus auction over \$63,000 in vehicles and equipment since July 1, 2018. Some of this was old town equipment and some was police impounded vehicles. These funds are paid quarterly to the Town from PublicSurplus.com. Thus, just because we have sold \$63k in surplus equipment, does not equate to we have received \$63k, not yet anyway.

Surplus funds have helped the Town to not borrow money from savings. As the town financial situation continues to improve these funds will eventually be surplus funds that we should reinvest back into Town vehicles and equipment.

Also funds from enterprise funds such as the sales of the Caterpillars must stay in those enterprise funds for future facility/equipment needs.

That being said here is the list of approved expenditures from surplus funds that have yet to be paid for:

- Roll-off Truck up to \$30,000 9/13/18
- Skyline Road Repair up to \$15,883 (estimate)
- Senior Center Roof Repair up to (awaiting quotes on 1/24 agenda)
- Public Works Truck up to \$10,000

Notes-Rolloff Truck- The purchase of a roll off truck with surplus funds was previously approved by Town Council. I have been waiting for our financial situation to improve, which only continues to get better. The Town pays roughly \$1500 a month for roll offs to be unloaded and moved around the landfill. We also pay for tires to be hauled to Cochise County. Lastly we pay a contractor to haul our scrap metal to Tucson from the landfill. The contractor pays us a portion of current scrap prices.

If we owned our own roll-off truck it would pay for itself in a year to year and a half. It would pay for itself thru the monthly charges as well as charges to haul tires, and greater revenues from scrap metal sales.

While the Town may no longer have trash services, we will still benefit from owning our own roll-off truck.

Sincerely,



Matthew C. Williams

Public Surplus

Chat  Help Logout

Home Browse Search My Stuff Auctions Tools

Held Current Closed Upload Sell



Closed Auctions for: Town of Huachuca City

Keyword

Ended between and
 (Please enter dates as April 23, 2009 or 04/23/2009)

Category

Sold Status

User

Pay Status Rcpt/Conf #

Pickup Location

Auction	Title		Price	Status	Paid	Pick-up	Notes	Date Ended	Copy
2126707	Onan Generator 4000K		\$59.00					Jul 4, 2018 3:04:11 PM MST	
2128723	Dump Bed Foldable sides		\$760.00					Jul 9, 2018 3:00:00 PM MST	
2149056	1990 Seagraves Fire Truck JB-50DF Pumper Relist		\$2,900.00					Aug 6, 2018 3:00:00 PM MST	
2184034	Scag Tiger Mowers Lot (3)		\$1,125.00					Sep 25, 2018 3:18:51 PM MST	
2185773	Projector Singer Installed XL Antique works		\$25.00					Sep 27, 2018 3:00:00 PM MST	
2188581	1991 Buick Park Avenue		\$125.00					Oct 2, 2018 3:00:00 PM MST	
2188582	2003 Ford F250		\$620.00					Oct 2, 2018 3:00:00 PM MST	
2191930	Ladders Lot		\$312.25					Oct 5, 2018 3:08:49 PM MST	
2192984	Coleman generator		\$50.00					Oct 8, 2018 3:00:00 PM MST	
2192976	Joy Air Compressor		\$1,575.00					Oct 8, 2018 3:07:14 PM MST	
2192979	Electric Scissor lift		\$606.00					Oct 8, 2018 3:08:48 PM MST	
2199862	Selsco Wood Chipper Model B13		\$5,800.00					Oct 17, 2018 3:01:31 PM MST	
2217120	Marathon RamJet Recycling Plant MRF		\$30,200.00					Nov 30, 2018 3:04:00 PM MST	
2244341	1993 Chevy Pickup		\$500.00					Dec 27, 2018 3:00:00 PM MST	
2258118	2005 Ford F250		\$2,400.00					Jan 18, 2019 3:00:00 PM MST	
2258127	1996 Dodge Dump Truck		\$2,600.00					Jan 18, 2019 3:00:00 PM MST	
2258234	Trailer axle		\$100.00					Jan 18, 2019 3:00:00 PM MST	
2258080	2006 International #400 DUMP Refrigerated TRUCK		\$12,300.00					Jan 18, 2019 3:06:46 PM MST	
2258183	1975 tilt trailer tandem axle		\$1,925.00					Jan 18, 2019 3:11:38 PM MST	

Page Total: \$63,982.25

Grand Total: \$63,982.25

Copy Selected Auctions

Residential Water Rates

For calendar year 2019 residential water fees are set as described below. Beginning January 1, 2020 residential water fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Residential Water Bills

All residential water customers will pay the monthly service charge and pay the amount per progressive tier in which they use water. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A residential water customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Monthly Service Charge	\$20.00	
Progressive Tier A 1-1999 Gallons	\$3.00	
Progressive Tier B-2000-2999 Gallons	\$3.25	
Progressive Tier C-3000-3999 Gallons	\$3.50	
Progressive Tier D-4000-4999 Gallons	\$3.50	
Progressive Tier E-5000-5999 Gallons	\$3.50	
Progressive Tier F-6000-6999 Gallons	\$3.50	
Progressive Tier G-7000-7999 Gallons	\$5.00	
Progressive Tier H-8000-8999 Gallons	\$5.00	
Progressive Tier I-9000-9999 Gallons	\$5.00	
Progressive Tier J-10,000-10,999 Gallons	\$5.00	
Progressive Tier K 11,000-Ceiling Gallons	\$7.00	

Commercial Water Rates

For calendar year 2019 commercial water fees are set as described below. Beginning January 1, 2020 residential water fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Commercial Water Bills

All commercial water customers will pay the monthly service charge and pay the amount per progressive tier in which they use water. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A commercial water customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Monthly Service Charge	\$22.00	
Progressive Tier A 1-1999 Gallons	\$5.00	
Progressive Tier B-2000-2999 Gallons	\$5.25	
Progressive Tier C-3000-3999 Gallons	\$5.50	
Progressive Tier D-4000-4999 Gallons	\$5.50	
Progressive Tier E-5000-5999 Gallons	\$5.50	
Progressive Tier F-6000-6999 Gallons	\$5.50	
Progressive Tier G-7000-7999 Gallons	\$6.00	
Progressive Tier H-8000-8999 Gallons	\$6.00	
Progressive Tier I-9000-9999 Gallons	\$6.00	
Progressive Tier J-10,000-10,999 Gallons	\$6.00	
Progressive Tier K 11,000-Ceiling Gallons	\$8.00	

Residential Sewer Rates

For calendar year 2019 residential sewer fees are set as described below. Beginning January 1, 2020 residential sewer fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Residential Sewer Bills

All residential sewer customers will pay the monthly service charge and pay the amount per progressive tier in which they use sewer. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A residential sewer customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Infrastructure Reimbursement Fee

Beginning April 1, 2019 there will be an infrastructure reimbursement fee of \$.000104 per gallon of sewer produced. This per gallon rate will be the same per gallon for 1 gallon or 100,000 gallons. This reimbursement fee will be paid until April 1, 2026 to the general fund when it will expire.

Monthly Service Charge	\$18.00	
Progressive Tier A 1-1999 Gallons	\$2.00	
Progressive Tier B-2000-2999 Gallons	\$2.25	
Progressive Tier C-3000-3999 Gallons	\$2.50	
Progressive Tier D-4000-4999 Gallons	\$2.50	
Progressive Tier E-5000-5999 Gallons	\$2.50	
Progressive Tier F-6000-6999 Gallons	\$2.50	
Progressive Tier G-7000-7999 Gallons	\$3.00	
Progressive Tier H-8000-8999 Gallons	\$3.00	
Progressive Tier I-9000-9999 Gallons	\$3.00	

Progressive Tier J-10,000-10,999 Gallons	\$3.00	
Progressive Tier K 11,000-Ceiling Gallons	\$4.00	

Commercial Sewer Rates

For calendar year 2019 commercial sewer fees are set as described below. Beginning January 1, 2020 residential sewer fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Commercial Sewer Bills

All commercial sewer customers will pay the monthly service charge and pay the amount per progressive tier in which they use sewer. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A commercial sewer customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Infrastructure Reimbursement Fee

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Monthly Service Charge	\$22.00	
Progressive Tier A 1-1999 Gallons	\$4.00	
Progressive Tier B-2000-2999 Gallons	\$4.25	
Progressive Tier C-3000-3999 Gallons	\$4.50	
Progressive Tier D-4000-4999 Gallons	\$4.50	
Progressive Tier E-5000-5999 Gallons	\$4.50	
Progressive Tier F-6000-6999 Gallons	\$4.50	

Progressive Tier G-7000-7999 Gallons	\$5.00	
Progressive Tier H-8000-8999 Gallons	\$5.00	
Progressive Tier I-9000-9999 Gallons	\$5.00	
Progressive Tier J-10,000-10,999 Gallons	\$5.00	
Progressive Tier K 11,000-Ceiling Gallons	\$6.00	

NOTICE OF PROPOSED WATER AND SEWER FEE INCREASES

The Town Council of Huachuca City will consider increasing its water fees at its meeting on February 14, 2019, at 7:00p.m., at Town Hall located at 500 N. Gonzales Blvd, Huachuca City, Arizona. The increase proposals and fee establishments are as follows:

Water Fees

Water Meter Deposit	\$25 current	\$75 proposed
Water Service Application	\$0 current	\$15 proposed
Meter Tampering	\$0 current offense proposed	\$100 fee plus \$250 1 st offense, \$500 2 nd
Reconnect/Turn on Fee	\$25 current	\$40 proposed
Request Meter Read	\$1.00	\$5.00 proposed (refunded if wrong)
Water Service Application	\$0	\$15.00
Meter Reinstallation	\$6	\$75.00

Sewer Fees

Sewer deposit	\$10 current	\$25 proposed
Reconnect	\$1	\$5 proposed
Sewer tampering	\$0 current 2 nd offense proposed	\$100 fee plus fines of \$250 1 st offense, \$500



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 13 "WATER," CHAPTER 13.05 "WATER SYSTEM ADMINISTRATION," SECTION 13.05.010 "MANAGEMENT OF WATER SYSTEM;" CHAPTER 13.10 "APPLICATION FOR SERVICE," SECTION 13.10.010 "APPLICATION FOR WATER," SECTION 13.10.030 "VIOLATION OF APPLICATION PROVISIONS;" CHAPTER 13.15 "DEPOSIT," SECTION 13.15.010 "DEPOSIT REQUIRED;" "CHAPTER 13.20 "DISCONTINUANCE OF SERVICE;" "CHAPTER 13.25 "RATES AND BILLS," SECTION 13.25.010 "WATER RATES," SECTION 13.25.030 "WATER BILLS," SECTION 13.25.050 "TURN OFFS AND TURN ON;" AND "CHAPTER 13.30 "METERS," SECTION 13.30.050 "WATER METER INSTALLATION FEE SCHEDULE," SECTION 13.30.070 "INTERFERENCE BY DOGS," SECTION 13.30.080 "SPECIAL METER READING," AND SECTION 13.30.090 "METER TESTS," TO INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL WATER SERVICE, AND TO ESTABLISH PENALTIES FOR METER TAMPERING AND THEFT OF SERVICE.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, A.R.S. § 9-240(B)(6) grants the Town Council the power to provide the Town with water; and

WHEREAS, A.R.S. § 49-391(A) grants the Town Council the power to adopt any ordinances necessary for implementing and enforcing the pretreatment requirements under the federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500; 86 Stat. 816; 33 United States Code §§ 1251 through 1376), as amended; and

WHEREAS, A.R.S. 9-511.01 authorizes the Town Council to increase the rates and fees charged for water and sewer services, pursuant to a rate study supporting the rate changes, and after a public hearing; and

WHEREAS, the Town commissioned a rate study by a registered engineer, and this study has been available to the public in the office of the Town Clerk, at least thirty days before the public hearing; and

WHEREAS, a public hearing was held on February 14, 2019, to receive public comment, pro and con, for adopting the fee and rate increases; and

WHEREAS, the Town Council has determined that increases in the amounts of its rates, service fees and deposits, as described below, are necessary to cover the costs of providing services, and that the proposed rates, fees and deposits are just and reasonable; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on January 10, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 13 "WATER," Chapter 13.05 "WATER SYSTEM ADMINISTRATION," Section 13.05.010 "Management of water system," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

The ~~clerk~~ town manager shall have the immediate control and management of all things pertaining to the town water works system and shall perform all acts that may be necessary for the prudent, efficient and economical management and protection of said water works, subject to the approval and confirmation of the council. The council shall have the power to prescribe such other and further rates, rules and regulations as it may deem necessary.

SECTION 2. The Code, Title 13 "WATER," Chapter 13.10 "APPLICATION FOR SERVICE," Section 13.10.010 "Application for water," is amended as follows, with additions in underlined text:

Application for the use of water and sewer service shall be made in person, at the Town Hall, to the clerk by the owner or agent of the property to be benefitted, designating the location of the property and stating the purpose for which the water may be required. Applicants for water service shall pay a \$15.00 non-refundable application processing fee.

SECTION 3. The Code, Title 13 "WATER," Chapter 13.10 "APPLICATION FOR SERVICE," Section 13.10.030 "Violation of application provisions" is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

For violation of any of the provisions relating to application for service, the town shall, at the expiration of seven days after mailing written notice to the last known address of the consumer, at its option, remove the meter and discontinue service. Where the meter is thereafter reinstalled, the consumer shall first pay to the town a reinstallation charge of ~~\$6.00~~ \$75.00.

SECTION 4. The Code, Title 13 "WATER," Chapter 13.15 "DEPOSIT," Section 13.15.010 "Deposit required" is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

There shall be charged to all persons applying for water service to be provided to any premises, before such service commences, a deposit of ~~\$25.00~~ \$75.00 for each meter plus any prior town utility bill arrears balance in the customer's name. ~~, or, at the option of the clerk, a deposit equal to not less than twice the estimated amount of the probable monthly bill.~~ Deposits shall be non-interest-bearing and shall be refunded to the consumer upon discontinuance of service and payment of charges; provided, that charges may be deducted from said security deposit before the refund is made. All prior town utility bills in arrears in the customer's name must be paid in full before the customer may establish town utility service at another address. Deposits may be waived by providing a verifiable utility letter of reference from another water utility company. For a water customer to re-establish service after disconnection due to non-payment the new deposit shall be twice the standard deposit plus any utility bill arrears balance before service can be reconnected. The Town has (24) business hours to reestablish water connection after receiving full payment for water services that were disconnected due to non-payment or for turn-on off water service due to resident request.

SECTION 5. The Code, Title 13 "WATER," Chapter 13.20 "DISCONTINUANCE OF SERVICE," is renamed as "DISCONTINUANCE OF SERVICE; PENALTIES," and is further amended by adding new Section 13.20.030 "Penalties," reading as follows:

13.20.030 Penalties.

Meter tampering carries a \$100.00 fee to cover the costs of inspection and remediation. In addition, meter tampering is a civil offense and violations shall be punished with a fine of \$250.00 for the first offense, and a fine of \$500.00 for each subsequent offense. In addition, theft of town water services is a class 2 criminal misdemeanor, punishable as determined by the court, with incarceration of up to four months in jail and a fine of not more than \$750.00, plus restitution to the town. Civil and criminal complaints may be filed in court by any police officer or the town attorney. For purposes of this section, unauthorized manipulation of a water meter shall constitute meter tampering.

SECTION 6. The Code, Title 13 "WATER," Chapter 13.25 "RATES AND BILLS," Section 13.25.010 "Water rates," subsection (A), is amended as follows by replacing the current fee schedule in its entirety with the following fee schedule:

Residential Water Rates

For calendar year 2019 residential water fees are set as described below. Beginning January 1, 2020 residential water fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Residential Water Bills

All residential water customers will pay the monthly service charge and pay the amount per progressive tier in which they use water. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A residential water customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Monthly Service Charge	\$20.00
Progressive Tier A 1-1999 Gallons	\$3.00
Progressive Tier B-2000-2999 Gallons	\$3.25
Progressive Tier C-3000-3999 Gallons	\$3.50
Progressive Tier D-4000-4999 Gallons	\$3.50
Progressive Tier E-5000-5999 Gallons	\$3.50
Progressive Tier F-6000-6999 Gallons	\$3.50
Progressive Tier G-7000-7999 Gallons	\$5.00
Progressive Tier H-8000-8999 Gallons	\$5.00
Progressive Tier I-9000-9999 Gallons	\$5.00
Progressive Tier J-10,000-10,999 Gallons	\$5.00
Progressive Tier K 11,000-Ceiling Gallons	\$7.00

Commercial Water Rates

For calendar year 2019 commercial water fees are set as described below. Beginning January 1, 2020 residential water fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Commercial Water Bills

All commercial water customers will pay the monthly service charge and pay the amount per progressive tier in which they use water. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A commercial water customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Monthly Service Charge	\$22.00
Progressive Tier A 1-1999 Gallons	\$5.00
Progressive Tier B-2000-2999 Gallons	\$5.25
Progressive Tier C-3000-3999 Gallons	\$5.50
Progressive Tier D-4000-4999 Gallons	\$5.50
Progressive Tier E-5000-5999 Gallons	\$5.50
Progressive Tier F-6000-6999 Gallons	\$5.50
Progressive Tier G-7000-7999 Gallons	\$6.00
Progressive Tier H-8000-8999 Gallons	\$6.00
Progressive Tier I-9000-9999 Gallons	\$6.00
Progressive Tier J-10,000-10,999 Gallons	\$6.00
Progressive Tier K 11,000-Ceiling Gallons	\$8.00

SECTION 7. The Code, Title 13 "WATER," Chapter 13.25 "RATES AND BILLS," Section 13.25.030 "Water Bills," subsections (A) and (B), are amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

A. Water meters shall be read on the ~~twentieth~~ twenty-fifth day of each month, as nearly as possible, and a separate bill shall be rendered for each meter and mailed on the first day of each succeeding month. All water bills shall be due on or before the ~~tenth~~ 15th day of the month following the ~~reading of the meter~~ utility billing date. If the 15th day falls on a non-business day, the bill will be due on the next business day. The town reserves the right to vary the dates or length of billing period, temporarily or permanently, if necessary or desirable. Bills shall become delinquent after ~~40~~ 15 days following billing date, at which time a 10 percent late fee will be assessed, and service may be discontinued after providing notice to the consumer.

B. Such notice shall provide the customer the opportunity for a hearing before the town clerk. The notice shall advise the customer that he has five days after the notice has been ~~mailed~~ issued to make a written request to the town clerk for such a hearing. The purpose of the hearing shall be to determine if there is good cause for the customer not

to pay the bill. If after such notice and hearing, the town clerk determines there is not good cause and the customer continues to fail in paying charges, the water meter will be disconnected, the customer's account closed by deducting from the customer's deposit the total amount of the bill, including penalties, up to the time of disconnection of the meter. The customer may appeal the decision of the town clerk to the mayor and council by giving written notice thereof and by posting with the clerk an amount equal to the amount due for the customer's water bill. During the appeal procedure, the customer shall be entitled to continued service provided all bills are kept current.

SECTION 8. The Code, Title 13 "WATER," Chapter 13.25 "RATES AND BILLS," Section 13.25.050 "Turn offs and turn ons," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

A charge of ~~\$25.00~~ \$40.00 shall be made for each turn on of water service for reasons other than change of occupancy.

SECTION 9. The Code, Title 13 "WATER," Chapter 13.30 "METERS," Section 13.30.050 "Water meter installation fee schedule," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

Fees for water meter installation and service line extension shall be actual cost of meters, service line, engineering costs and labor costs, for the installation of the meter and service line. For installation of a meter not requiring additional service line, the cost shall be the actual cost of the meter, meter box, and related equipment and installation costs, plus a \$50.00 service charge for the labor ~~and installation costs~~.

SECTION 10. The Code, Title 13 "WATER," Chapter 13.30 "METERS," Section 13.30.070 "Interference by dogs," is amended as follows, with additions in underlined text:

In the event any dog kept on the premises interferes with meter reading by an employee of the town and the meter is not read, a billing will be made by the town in an amount based on the average monthly billing of the previous three months. The town shall notify the consumer of the interference, and the consumer shall be responsible for ensuring that their dog does not interfere with future meter readings in order to avoid incurring special meter reading fees.

SECTION 11. The Code, Title 13 "WATER," Chapter 13.30 "METERS," Section 13.30.080 "Special meter reading," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

Any consumer may request and have the town perform a special reading of his water meter upon the payment of a ~~\$4.00~~ \$5.00 deposit per special reading. If the special reading indicates that the regular meter reading was incorrect, then such deposit shall be returned to the consumer, otherwise, such deposit shall be retained by the town as a charge for the special meter reading.

SECTION 12. The Code, Title 13 "WATER," Chapter 13.30 "METERS," Section 13.30.090 "Meter tests," is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

Any consumer may, upon written application accompanied by a ~~deposit of \$4.00,~~ \$5.00 deposit per test, have his meter tested for accuracy by the town. If the meter registers a divergence from accuracy greater than three percent, the deposit shall be refunded to the applicant and the indicated adjustment made in the water service charges for a total period not longer than the then current period and the monthly period immediately preceding. If a meter so tested registers within three percent of accuracy, the deposit shall be retained by the town as a fee to pay the cost of such test. All inaccurate and defective meters shall be replaced by the town immediately when detected.

SECTION 13. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 14. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 15. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14TH DAY OF FEBRUARY, 2019.

Johann Wallace, Mayor

ATTEST:

Jennifer Fuller, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney

NOTICE OF PROPOSED WATER AND SEWER FEE INCREASES

The Town Council of Huachuca City will consider increasing its water fees at its meeting on February 14, 2019, at 7:00p.m., at Town Hall located at 500 N. Gonzales Blvd, Huachuca City, Arizona. The increase proposals and fee establishments are as follows:

Water Fees

Water Meter Deposit	\$25 current	\$75 proposed
Water Service Application	\$0 current	\$15 proposed
Meter Tampering	\$0 current offense proposed	\$100 fee plus \$250 1 st offense, \$500 2 nd
Reconnect/Turn on Fee	\$25 current	\$40 proposed
Request Meter Read	\$1.00	\$5.00 proposed (refunded if wrong)
Water Service Application	\$0	\$15.00
Meter Reinstallation	\$6	\$75.00

Sewer Fees

Sewer deposit	\$10 current	\$25 proposed
Reconnect	\$1	\$5 proposed
Sewer tampering	\$0 current 2 nd offense proposed	\$100 fee plus fines of \$250 1 st offense, \$500

This proposed increase is authorized by A.R.S. 9-511.01, and Huachuca City Town Code section 13.05.010. Additional information concerning this proposal is also available on the Town's website: www.huachucacityaz.gov



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 14 "SEWERS," CHAPTER 14.10 "RULES AND REGULATIONS," SECTION 14.10.020 "GUARANTEE DEPOSIT," AND SECTION 14.10.030 "MINIMUM CHARGES, TAXES AND RATES," AND CHAPTER 14.20 "DEPARTMENT AND CONSUMER RESPONSIBILITIES," SECTION 14.20.010 "SEWER DEPARTMENT RESPONSIBILITIES AND LIABILITIES" TO INCREASE RATES, FEES AND DEPOSITS FOR RESIDENTIAL AND COMMERCIAL SEWER SERVICE.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, A.R.S. § 9-240(B)(5) grants the Town Council the power to construct and maintain sewers and drains within the limits of the Town;

WHEREAS, A.R.S. § 49-391(A) grants the Town Council the power to adopt any ordinances necessary for implementing and enforcing the pretreatment requirements under the federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500; 86 Stat. 816; 33 United States Code §§ 1251 through 1376), as amended; and

WHEREAS, A.R.S. 9-511.01 authorizes the Town Council to increase the rates and fees charged for water and sewer services, pursuant to a rate study supporting the rate changes, and after a public hearing; and

WHEREAS, the Town commissioned a rate study by a registered engineer, and this study has been available to the public in the office of the Town Clerk, at least thirty days before the public hearing; and

WHEREAS, a public hearing was held on February 14, 2019, to receive public comment, pro and con, for adopting the fee and rate increases; and

WHEREAS, the Town Council has determined that increases in the amounts of its rates, service fees and deposits, as described below, are necessary to cover the costs of providing services, and that the proposed rates, fees and deposits are just and reasonable; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on January 10, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 14 "SEWERS," Chapter 14.10 "RULES AND REGULATIONS," Section 14.10.020 "Guarantee deposit," subsection (A), is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

A. A deposit not in excess of ~~\$40.00~~ \$25.00 shall be required of a user. Such deposit shall be retained by the sewer department as security for payment of future sanitary sewer rental fees until such service is terminated.

SECTION 2. The Code, Title 14 "SEWERS," Chapter 14.10 "RULES AND REGULATIONS," Section 14.10.030 "Minimum charges, taxes and rates," subsection (D), is amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

D. If service is to be established at the same service location for a consumer who has there ordered a service connection within the preceding 12-month period or for any member of such consumer's household, a nonrefundable charge of \$25.00 ~~may~~ will be required as a precondition to the establishment of such service. Any prior Town Utility bill arrears must be paid in full before new service may be established.

SECTION 3. The Code, Title 14 "SEWERS," Chapter 14.10 "RULES AND REGULATIONS," Section 14.10.030 "Minimum charges, taxes and rates," subsection (E), is amended as follows by replacing the current fee schedule in its entirety with the following fee schedule:

Residential Sewer Rates

For calendar year 2019 residential sewer fees are set as described below. Beginning January 1, 2020 residential sewer fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Residential Sewer Bills

All residential sewer customers will pay the monthly service charge and pay the amount per progressive tier in which they use sewer. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A residential sewer customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Infrastructure Reimbursement Fee

Beginning April 1, 2019 there will be an Infrastructure reimbursement fee of \$.000104 per gallon of sewer produced. This per gallon rate will be the same per gallon for 1 gallon or 100,000 gallons. This reimbursement fee will be paid until April 1, 2026 to the general fund when it will expire.

Monthly Service Charge	\$18.00
Progressive Tier A 1-1999 Gallons	\$2.00
Progressive Tier B-2000-2999 Gallons	\$2.25
Progressive Tier C-3000-3999 Gallons	\$2.50
Progressive Tier D-4000-4999 Gallons	\$2.50
Progressive Tier E-5000-5999 Gallons	\$2.50
Progressive Tier F-6000-6999 Gallons	\$2.50
Progressive Tier G-7000-7999 Gallons	\$3.00
Progressive Tier H-8000-8999 Gallons	\$3.00
Progressive Tier I-9000-9999 Gallons	\$3.00
Progressive Tier J-10,000-10,999 Gallons	\$3.00
Progressive Tier K 11,000-Ceiling Gallons	\$4.00

Commercial Sewer Rates

For calendar year 2019 commercial sewer fees are set as described below. Beginning January 1, 2020 residential sewer fees (monthly service charge and all progressive tiers) will be increased 3% automatically every January 1 annually.

Calculation of Commercial Sewer Bills

All commercial sewer customers will pay the monthly service charge and pay the amount per progressive tier in which they use sewer. Also the rate set for Progressive Tier K shall increase by the Progressive Tier K amount for every 1000 gallons used. Ex: A commercial sewer customer using 15,000 gallons monthly would pay: Monthly service charge, tier charges for all Progressive Tiers A-K and the Progressive Tier K rate for 12,000, 13,000, 14,000 and 15,000 gallons.

Infrastructure Reimbursement Fee

Beginning April 1, 2019 there will be an Infrastructure reimbursement fee of \$.000104 per gallon of sewer produced. This per gallon rate will be the same per gallon for 1 gallon or 100,000 gallons. This reimbursement fee will be paid until April 1, 2026 to the general fund when it will expire.

Monthly Service Charge	\$22.00
Progressive Tier A 1-1999 Gallons	\$4.00
Progressive Tier B-2000-2999 Gallons	\$4.25
Progressive Tier C-3000-3999 Gallons	\$4.50
Progressive Tier D-4000-4999 Gallons	\$4.50
Progressive Tier E-5000-5999 Gallons	\$4.50
Progressive Tier F-6000-6999 Gallons	\$4.50
Progressive Tier G-7000-7999 Gallons	\$5.00
Progressive Tier H-8000-8999 Gallons	\$5.00
Progressive Tier I-9000-9999 Gallons	\$5.00
Progressive Tier J-10,000-10,999 Gallons	\$5.00
Progressive Tier K 11,000-Ceiling Gallons	\$6.00

SECTION 4. The Code, Title 14 "SEWERS," Chapter 14.10 "RULES AND REGULATIONS," Section 14.10.030 "Minimum charges, taxes and rates," subsections (G) and (H), are amended as follows, with deletions in ~~strikeout~~ and additions in underlined text:

G. All fees for sewer service will be included on the utility bill including water, garbage and sewer service and are payable by the ~~tenth~~ 15th day of the month next following the month of consumption at ~~the office of the water department, or the office of the authorized agent of such department~~ Town Hall, and no demand for the payment of the same need be made by the department, but each consumer shall be responsible for the payment thereof, at the proper place and time. If not paid by such date, a penalty of 10 percent of total billing shall be added on account of such nonpayment. If payment of the total bill plus the penalty charge is not made before 10:00 a.m. of the ~~fourteenth~~ 24th day of the month next following the month of consumption, the town shall give notice to the consumer that unless charges are paid the water meter will be disconnected. Such notice shall provide the customer the opportunity for a hearing before the town clerk.

The notice shall advise the customer that he has five business days after the notice has been mailed to make a written request to the town clerk for such a hearing. The purpose

of the hearing shall be to determine if there is a good cause for the customer not to pay the bill. If after such notice and hearing, the town clerk determines there is not good cause and the customer continues to fail in paying charges, the water meter will be disconnected, the customer's account closed by deducting from the customer's deposit the total amount of the bill, including penalties, up to the time of disconnection of the meter. The customer may appeal the decision of the town clerk to the mayor and common council by giving written notice thereof and by posting with the town clerk an amount equal to the amount due for the customer's water bill. During the appeal procedure, the customer shall be entitled to continued service provided all bills are kept current. Balance of deposit, if any, remains to customer's credit. Reconnection charge shall be ~~\$4.00~~ \$5.00, payable in addition to a new deposit, as herein above provided.

H. In case any prescribed payment date falls on a ~~Sunday or legal holiday~~ any non-business day, the effective day of payment, as set forth above, shall be deemed to be the day following such Sunday or legal holiday. All services furnished the town or any public buildings shall be charged to the appropriate department, and the sewer department shall account for all services whether to the town or any person or corporation.

SECTION 5. The Code, Title 14 "SEWERS," Chapter 14.20 "DEPARTMENT AND CONSUMER RESPONSIBILITIES," Section 14.20.010 "Sewer department responsibilities and liabilities," is amended by adding new subsection (F) reading as follows:

F. Sewer system tampering shall carry a fee of \$250 for the first occurrence and \$500 for the 2nd occurrence.

SECTION 6. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 7. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 8. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14TH DAY OF FEBRUARY, 2019.

Johann Wallace, Mayor

ATTEST:

Jennifer Fuller, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2019-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOMBSTONE UNIFIED SCHOOL DISTRICT # 1 TO RESOLVE AN EASEMENT DISPUTE.

WHEREAS, the Town and the School District wish to resolve amicably a dispute between them concerning the location of an easement known as, "School Drive," appurtenant to School District's Huachuca City School; and

WHEREAS, the Town and the School District have negotiated an amicable resolution of their dispute and have memorialized the terms in the agreement attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and the Town and School District desire to jointly exercise their powers and enter into the Intergovernmental Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A."
- Section 2.** The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.
- Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14th DAY OF
FEBRUARY, 2019.**

Johann Wallace, Mayor

ATTEST:

Jennifer Fuller, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney

EXHIBIT A

[Agreement with Tombstone Unified School District must be attached.]

**INTERGOVERNMENTAL AGREEMENT BETWEEN
TOMBSTONE UNIFIED SCHOOL DISTRICT #1 AND
THE TOWN OF HUACHUCA CITY
TO RESOLVE A DISPUTE CONCERNING THE LOCATION OF SCHOOL DRIVE**

This Intergovernmental Agreement (hereinafter "IGA") is entered into between the Governing Board of the Tombstone Unified School District #1 (hereinafter "DISTRICT") and the Mayor and Council of the Town of Huachuca City (hereinafter "CITY"); individually referred to as "PARTY" and collectively as "PARTIES."

- I. PURPOSE:** The purpose of this IGA is to resolve amicably a dispute between the PARTIES concerning the location of an easement known as, "School Drive," appurtenant to DISTRICT'S Huachuca City School.
- II. BACKGROUND:** In 1971, DISTRICT granted an easement ["School Drive" (Cochise County Recorder's Docket 696-40, 41)] to CITY for ingress and egress. The CITY has been maintaining School Drive since its conveyance to CITY. At some point, CITY paved over School Drive, however, a portion of the pavement falls outside the boundaries of the easement's legal description and onto DISTRICT'S property.
- III. AUTHORITY:** This IGA is authorized pursuant to A.R.S. § 11-952.
- IV. DURATION OF IGA:** This IGA shall begin after it has been executed by all PARTIES and shall terminate one year after the CITY has provided the water and sewer credits to DISTRICT, as described in Section (VI) below.
- V. RESPONSIBILITIES OF DISTRICT:**
- Add the real property, legally described on Exhibit A attached hereto and incorporated herein by this reference, to the existing School Drive.
 - Re-convey the augmented School Drive easement to CITY for a period of 99 years.
 - Be responsible for all costs, fees, expenses and approvals needed from all government entities to accomplish augmenting and reconvening School Drive to City.
- VI. RESPONSIBILITIES OF CITY:**
- Upon District's completion of all of its responsibilities in Section (V), above, City will provide to District a combined water and sewer service credit to DISTRICT in the total amount of \$17,568, at the CITY'S rates effective at the time the credited services are provided.
 - Maintain the augmented School Drive easement in the normal course of CITY'S maintenance plans, as may be approved and funded from time to time, at the sole discretion of CITY'S Mayor and Council.
- VII. TERMINATION:** The PARTIES may terminate this IGA before it expires, or extend it, only upon mutual agreement in writing.
- VIII. NOTICE:** Written notice is accomplished by using the following contact information:
- To DISTRICT: Superintendent Robert Devere
Tombstone Unified School District #1
PO Box 1000

Tombstone, AZ 85638

To CITY:

Town Manager
500 N. Gonzales Blvd.
Huachuca City, Arizona 85616

IX: EFFECTIVE DATE:

This IGA is effective upon the date of the final signature, below.

In Witness Whereof, the PARTIES hereto have entered into this IGA as evidenced by their signatures below.

**FOR AND ON BEHALF OF THE
TOMBSTONE UNIFIED SCHOOL DISTRICT #1**

**FOR AND ON BEHALF OF THE
TOWN OF HUACHUCA CITY**

KEITH GUIN
Board President

JOHANN WALLACE
Mayor

Date

Date

ATTEST:

ATTEST:

Authorized Signatory

JENNIFER FULLER, Clerk

Date

Date

INTERGOVERNMENTAL AGREEMENT LEGAL DETERMINATION

In accordance with A.R.S. § 11-952, this IGA has been reviewed by the undersigned who have determined that this IGA is in appropriate form and within the powers and authority granted to each respective public body.

**FOR AND ON BEHALF OF THE
TOMBSTONE UNIFIED SCHOOL DISTRICT #1**

**FOR AND ON BEHALF OF THE
TOWN OF HUACHUCA CITY:**

ANNE CARL
Law Office of Anne Carl PLC

THOMAS BENAVIDEZ
Benavidez Law Group, P.C.

Date

Date

EXHIBIT A

[Description of additional easement property must be attached.]

GTS/Gilbert Technical Services, Inc.

1601 Paseo San Luis ~ Suite 203 ~ Sierra Vista, Arizona 85835
Phone (520) 458-5730 ~ Fax (520) 458-5739 ~ Email: gts@theriver.com

Easement Description

An easement for ingress and egress over a portion of an existing road (School Drive) in that portion of the Northwest ¼ of the Southeast ¼ of Section 5, Township 21 South, Range 20 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows;

Commencing at the South 1/16th corner of Section 10, said point being on the North-South mid-section line of Section 5, from which point the Center ¼ corner of Section 5 bears North 00° 03' 10" East a distance of 1321.46 feet;

Thence North 00° 03' 10" West coincident with the North-South mid-section line of Section 5 a distance of 79.46 feet;

Thence North 88° 33' 48" East a distance of 25.01 feet to the Point of Beginning of the easement description;

Thence North 88° 33' 48" East a distance of 463.14 feet,

Thence South 00° 03' 10" East a distance of 15.00 feet;

Thence South 89° 48' 02" West a distance of 463.00 feet;

Thence North 00° 03' 10" West a distance of 5.00 to the Point of Beginning.

Subject to any and all prior easements, rights-of-way, covenants, restrictions and encumbrances of record or not of record that may otherwise legally exist.

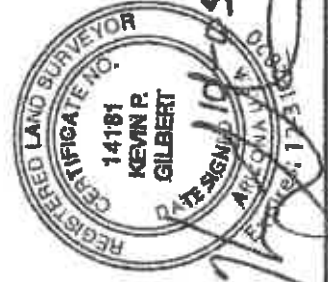
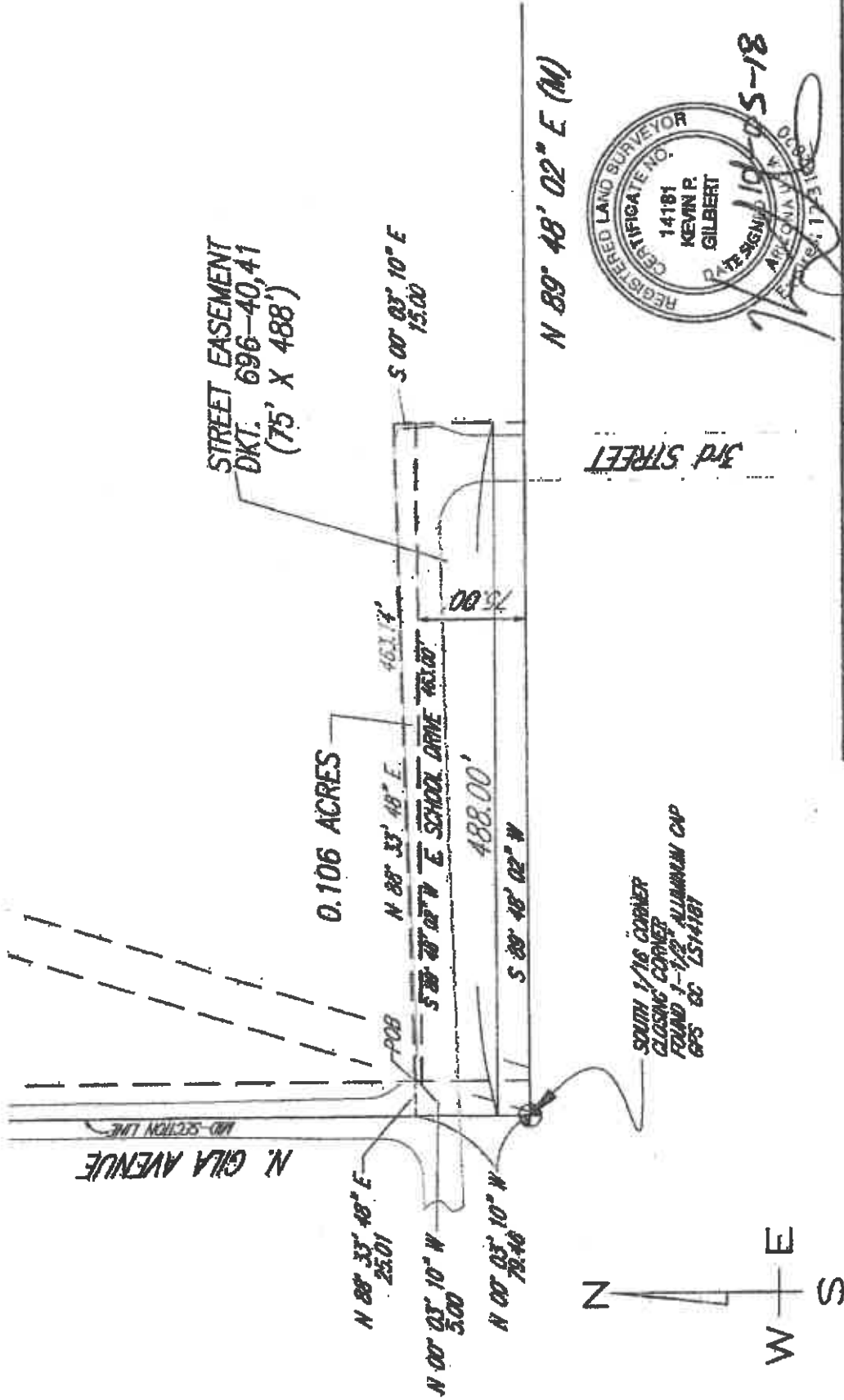


GTS-2018-099 / Tombstone USD
An esmt. for access over a portion of
School Drive in Huachuca City, Az.
10/04/2018

EXHIBIT MAP

OF
AN ACCESS EASEMENT

IN THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH RANGE 20 EAST,
BLANCHARD CITY ELEMENTARY SCHOOL, TOMBESTONE UNITED SCHOOL DISTRICT



JOB NUMBER: 2018-000	DATE: 10/05/18	GILBERT TECHNICAL SERVICES, INC.
DRAWN BY: JMG	SCALE: 1" = 100'	14181 KEVIN R. GILBERT
CHECKED BY: JMG	SHEET: 1 OF 1	REGISTERED LAND SURVEYOR
		STATE OF ARIZONA

Meter #	Water usage 2018 - Current Rates					Total
	1000328	2000521	2000531	2000541	2000551	Monthly
Jan	12.00	20.00	12.00	12.00	12.00	68.00
Feb	12.00	20.00	12.00	12.00	12.00	68.00
Mar	12.00	22.00	12.00	12.00	26.00	84.00
Apr	942.00	20.00	12.00	12.00	24.00	1,010.00
May	1,228.00	34.00	12.00	70.00	16.00	1,360.00
Jun	1,014.00	42.00	12.00	12.00	16.00	1,096.00
Jul	1,248.00	16.00	12.00	12.00	12.00	1,300.00
Aug	646.00	22.00	12.00	12.00	16.00	708.00
Sep	476.00	32.00	12.00	14.00	32.00	566.00
Oct	740.00	22.00	12.00	12.00	20.00	806.00
Nov	1,006.00	24.00	12.00	50.00	22.00	1,114.00
Dec	872.00	24.00	12.00	30.00	20.00	958.00
Total	8,208.00	298.00	144.00	260.00	228.00	9,138.00
Average	684.00	24.83	12.00	21.67	19.00	

Meter #	Water usage 2018 - New Rates (based on 2018 usage)					Total
	1000328	2000521	2000531	2000541	2000551	Monthly
Jan	22.00	54.25	22.00	22.00	22.00	142.25
Feb	22.00	54.25	22.00	22.00	22.00	142.25
Mar	22.00	60.25	22.00	22.00	72.25	198.50
Apr	22.00	54.25	22.00	22.00	66.25	186.50
May	3,726.25	94.25	22.00	238.25	43.25	4,124.00
Jun	4,870.25	126.25	22.00	27.00	43.25	5,088.75
Jul	4,014.25	43.25	22.00	22.00	32.25	4,133.75
Aug	4,950.25	60.25	22.00	27.00	43.25	5,102.75
Sep	2,542.25	94.25	22.00	37.75	94.25	2,790.50
Oct	1,862.25	60.25	22.00	27.00	54.25	2,025.75
Nov	2,918.25	66.25	22.00	27.00	60.25	3,093.75
Dec	3,982.25	66.25	22.00	27.00	54.25	4,151.75
Totals	28,954.00	834.00	264.00	521.00	607.50	31,180.50
Average	2,412.83	69.50	22.00	43.42	50.63	

	Sewer usage 2018 - Current Rates					Total
	1000328	2000521	2000531	2000541	2000551	Monthly
	12.00	21.40	N/A	17.00	17.00	67.40
	12.00	21.40	N/A	17.00	17.00	67.40
	12.00	22.50	N/A	17.00	24.70	76.20
	12.00	21.40	N/A	17.00	23.60	74.00
	-	29.10	N/A	48.90	19.20	97.20
	-	33.50	N/A	17.00	19.20	69.70
	-	19.20	N/A	17.00	17.00	53.20
	-	22.50	N/A	17.00	19.20	58.70
	-	28.00	N/A	18.10	28.00	74.10
	-	22.50	N/A	17.00	21.40	60.90
	-	23.60	N/A	37.90	22.50	84.00
	-	23.60	N/A	26.90	21.40	71.90
Total	48.00	288.70	-	267.80	250.20	854.70
Average	12.00	24.06	-	22.32	20.85	

	Sewer usage 2018 - New Rates (based on 2018 usage)					Total
	1000328	2000521	2000531	2000541	2000551	Monthly
	22.00	48.87	N/A	22.10	22.00	114.98
	22.00	48.87	N/A	22.21	22.00	115.08
	22.00	53.98	N/A	22.21	64.19	162.37
	22.00	48.87	N/A	22.21	59.08	152.16
	22.00	81.60	N/A	191.47	39.67	334.74
	22.00	106.02	N/A	26.10	39.67	193.79
	22.00	39.67	N/A	22.00	30.46	114.12
	22.00	53.98	N/A	26.10	39.67	141.75
	22.00	81.50	N/A	35.06	81.50	220.06
	22.00	53.98	N/A	26.10	48.87	150.96
	22.00	59.08	N/A	26.10	53.98	161.16
	22.00	59.08	N/A	26.10	48.87	156.06
Totals	264.00	735.50	-	467.78	549.95	2,017.24
Average	66.00	61.29	-	38.98	45.83	

Page 2

Water Billing at 2000531 Proposed Rates

Based on 2018 Usage

2000531

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$5.00											
Tier B	2000-2999	\$5.25											
Tier C	3000-3999	\$5.50											
Tier D	4000-4999	\$5.50											
Tier E	5000-5999	\$5.50											
Tier F	6000-6999	\$5.50											
Tier G	7000-7999	\$6.00											
Tier H	8000-8999	\$6.00											
Tier I	9000-9999	\$6.00											
Tier J	10000-10999	\$6.00											
Tier K	11000-ceiling	\$8.00											
		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

2000541

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$5.00											
Tier B	2000-2999	\$5.25											
Tier C	3000-3999	\$5.50											
Tier D	4000-4999	\$5.50											
Tier E	5000-5999	\$5.50											
Tier F	6000-6999	\$5.50											
Tier G	7000-7999	\$6.00											
Tier H	8000-8999	\$6.00											
Tier I	9000-9999	\$6.00											
Tier J	10000-10999	\$6.00											
Tier K	11000-ceiling	\$8.00											
		\$22.00	\$22.00	\$22.00	\$22.00	\$238.25	\$27.00	\$22.00	\$27.00	\$37.75	\$27.00	\$27.00	\$27.00

Water Billing at New Proposed Rates

Based on 2018 Usage

2000551 Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		0	0	0	9,000	8,000	4,000	4,000	2,000	4,000	12,000	6,000	7,000
Water - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$5.00		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Tier B	2000-2999	\$5.25		\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
Tier C	3000-3999	\$5.50		\$5.50	\$5.50	\$5.50	\$5.50	\$5.50		\$5.50	\$5.50	\$5.50	\$5.50
Tier D	4000-4999	\$5.50		\$5.50	\$5.50	\$5.50	\$5.50	\$5.50		\$5.50	\$5.50	\$5.50	\$5.50
Tier E	5000-5999	\$5.50		\$5.50	\$5.50	\$5.50					\$5.50	\$5.50	\$5.50
Tier F	6000-6999	\$5.50		\$5.50	\$5.50	\$5.50					\$5.50	\$5.50	\$5.50
Tier G	7000-7999	\$6.00		\$6.00	\$6.00	\$6.00					\$6.00	\$6.00	\$6.00
Tier H	8000-8999	\$6.00		\$6.00	\$6.00	\$6.00							
Tier I	9000-9999	\$6.00		\$6.00									
Tier J	10000-10999	\$6.00											
Tier K	11000-ceiling	\$8.00											
		\$22.00	\$22.00	\$72.25	\$66.25	\$43.25	\$43.25	\$43.25	\$32.25	\$43.25	\$94.25	\$54.25	\$60.25
													\$54.25

Sewer Billing at Proposed Rates

Based on 2018 Usage

1000328

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sewer - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$4.00											
Tier B	2000-2999	\$4.25											
Tier C	3000-3999	\$4.50											
Tier D	4000-4999	\$4.50											
Tier E	5000-5999	\$4.50											
Tier F	6000-6999	\$4.50											
Tier G	7000-7999	\$5.00											
Tier H	8000-8999	\$5.00											
Tier I	9000-9999	\$5.00											
Tier J	10000-10999	\$5.00											
Tier K	11000-ceiling	\$6.00											
MM	.000104 p.g.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

2000521

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sewer - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Tier B	2000-2999	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25
Tier C	3000-3999	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier D	4000-4999	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier E	5000-5999	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier F	6000-6999	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier G	7000-7999	\$5.00		\$5.00		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Tier H	8000-8999	\$5.00				\$5.00	\$5.00	\$5.00		\$5.00	\$5.00	\$5.00	\$5.00
Tier I	9000-9999	\$5.00				\$5.00	\$5.00	\$5.00		\$5.00	\$5.00		
Tier J	10000-10999	\$5.00				\$5.00	\$5.00	\$5.00		\$5.00	\$5.00		
Tier K	11000-ceiling	\$6.00				\$12.00	\$36.00			\$12.00			
MM	.000104 p.g.	\$0.62	\$0.62	\$0.73	\$0.62	\$1.35	\$1.77	\$0.42	\$0.73	\$1.25	\$0.73	\$0.83	\$0.83
		\$48.87	\$48.87	\$53.98	\$48.87	\$81.60	\$106.02	\$39.67	\$53.98	\$81.50	\$53.98	\$59.08	\$59.08

Sewer Billing at New Proposed Rates

Based on 2018 Usage

2000531

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sewer - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$22.00											
Tier B	2000-2999	\$4.00											
Tier C	3000-3999	\$4.25											
Tier D	4000-4999	\$4.50											
Tier E	5000-5999	\$4.50											
Tier F	6000-6999	\$4.50											
Tier G	7000-7999	\$5.00											
Tier H	8000-8999	\$5.00											
Tier I	9000-9999	\$5.00											
Tier J	10000-10999	\$5.00											
Tier K	11000-ceiling	\$6.00											
MM	.000104 p.g.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

2000541

Gallons		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sewer - Commercial		1,000	2,000	2,000	2,000	31,000	1,000	1,000	0	1,000	3,000	1,000	1,000
Tier A	1-1999	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier B	2000-2999	\$4.00				\$4.00	\$4.00			\$4.00	\$4.00	\$4.00	\$4.00
Tier C	3000-3999	\$4.25				\$4.25					\$4.25		
Tier D	4000-4999	\$4.50				\$4.50					\$4.50		
Tier E	5000-5999	\$4.50				\$4.50							
Tier F	6000-6999	\$4.50				\$4.50							
Tier G	7000-7999	\$5.00				\$5.00							
Tier H	8000-8999	\$5.00				\$5.00							
Tier I	9000-9999	\$5.00				\$5.00							
Tier J	10000-10999	\$5.00				\$5.00							
Tier K	11000-ceiling	\$6.00				\$120.00							
MM	.000104 p.g.	\$0.10	\$0.21	\$0.21	\$0.21	\$3.22	\$0.10	\$0.10	\$0.00	\$0.10	\$0.31	\$0.10	\$0.10
		\$22.10	\$22.21	\$22.21	\$22.21	\$191.47	\$26.10	\$26.10	\$22.00	\$26.10	\$35.06	\$26.10	\$26.10

Sewer Billing at Proposed Rates
Based on 2018 Usage

2000551		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Gallons		0	0	0	9,000	8,000	4,000	4,000	2,000	4,000	12,000	6,000	7,000	
Sewer - Commercial		\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Tier A	1-1999	\$4.00		\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Tier B	2000-2999	\$4.25		\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25
Tier C	3000-3999	\$4.50		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier D	4000-4999	\$4.50		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier E	5000-5999	\$4.50		\$4.50	\$4.50	\$4.50				\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Tier F	6000-6999	\$4.50		\$4.50	\$4.50	\$4.50					\$4.50	\$4.50	\$4.50	\$4.50
Tier G	7000-7999	\$5.00		\$5.00	\$5.00	\$5.00					\$5.00		\$5.00	
Tier H	8000-8999	\$5.00		\$5.00	\$5.00	\$5.00					\$5.00			
Tier I	9000-9999	\$5.00		\$5.00							\$5.00			
Tier J	10000-10999	\$5.00									\$5.00			
Tier K	11000-ceiling	\$6.00									\$5.00			
MM	.000104 p.g.		0	0	0.936	0.832	0.416	0.416	0.208	0.416	1.248	0.624	0.728	0.624
		\$22.00	\$22.00	\$64.19	\$59.08	\$39.67	\$39.67	\$30.46	\$39.67	\$81.50	\$48.87	\$53.98	\$48.87	\$48.87



Chief James L. Thies
HUACHUCA CITY POLICE DEPARTMENT
500 North Gonzales Boulevard
Telephone (520) 456-1353
Fax (520) 456-9208
HUACHUCA CITY, ARIZONA 85616



The Town of Huachuca City and the Huachuca City Police Department wish to extend our heartfelt gratitude to all of the dispatchers, past and present, who served this town so honorably.

The Huachuca City Police Department has housed dispatch since 1978, and since then the residents of Huachuca City have had their calls, emergency and non-emergency answered by caring, considerate and knowledgeable staff.

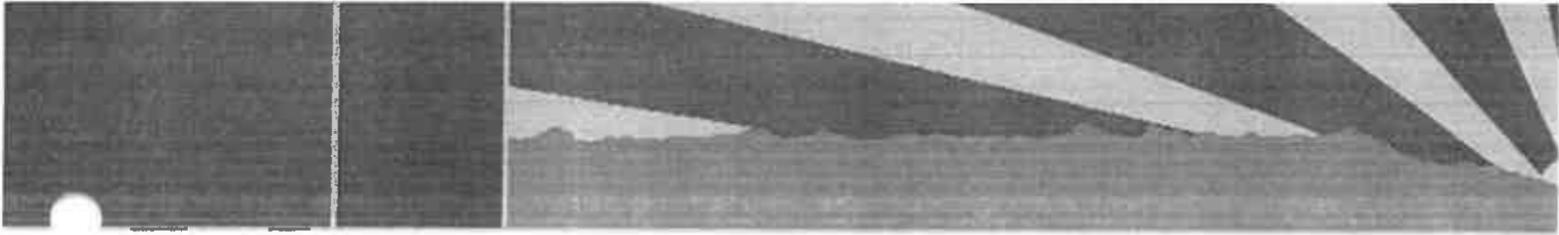
The emergency dispatchers of Huachuca City have been the calm voice in the darkness, assuring the person on the other end of the line that help was on the way. They have been the first voice someone in need heard and, sadly, sometimes the last. These dispatchers carry with them the voices of those that cried out. They have missed birthdays and anniversaries and first days of school, sometimes going weeks without spending any real time with their families. They have eaten countless cold meals and have trained their bodies to go for days without rest.

Words cannot truly convey our gratitude. We thank you for your service to the department, the town and its citizens.

With kindest regards,

James L. Thies
Chief of Police
Huachuca City

A handwritten signature in black ink, appearing to read "Jim Thies HC-1".



**Memorandum Of Understanding Between Huachuca City Police And The Sierra
Vista Company Of The Arizona Rangers**

CONFIDENTIAL

Date: February 2019



MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



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MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



INTRODUCTION

The Huachuca City Police, the primary law enforcement agency of Huachuca City, Arizona, desires a Law Enforcement Assist (LEA) relationship with the Arizona Rangers, Sierra Vista Company (Rangers). The Huachuca City Police seeks assistance from the Rangers in conducting security patrols within Huachuca City designated areas in and around the City and providing support to on-duty Officers with observations and reporting of unusual or suspect activity. The Rangers being purposed, in part, on assisting the law enforcement community have duly considered a LEA relationship with Huachuca City Police for this purpose and agree to provide LEA to the Huachuca City Police.

Herewith, the Huachuca City Police and Rangers have devised this MOU to promote cooperation, develop trust, build functionality and operability, and help ensure success of a LEA program between the parties. The LEA program serves to promote public safety and provide for the general welfare of the community of Huachuca City.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Rangers may provide LEA to the Chief of Police and Officers within the jurisdiction of the Huachuca City. The general geographical boundaries of the jurisdiction are Huachuca City, Arizona (jurisdiction limits may extend beyond the specific boundary limits of the City as recognized by Huachuca City).

SCOPE

The scope of the Law Enforcement Assistance program extends to and includes the parties of the **Huachuca City Police Department** and the Arizona Rangers, Sierra Vista Company. LEA activities by the Rangers will generally consist of security patrols by the Rangers conducted under the direction, control and supervision of the Huachuca City Police Department or on-duty Officer. Such security patrols may include, but are not necessarily limited to the following areas: public buildings; private businesses (after hours); public/private grounds checks (i.e. public works, cemetery, schools, etc.); and un-occupied residences. Active random and/or systematic patrols by the Rangers of the Huachuca City streets, may be authorized by the Chief of Police.

LEA activities under this MOU may be conducted on an as-needed basis; routine basis; or on the basis of a specific engagement.

Arizona Rangers

A statewide law enforcement auxiliary purposed, in part, on rendering assistance to the law enforcement community throughout the State of Arizona. The Arizona Revised Statutes (A.R.S 41-4201), provides particular recognition of the Arizona Rangers. The present day Arizona Rangers represent a unique organization that is tied to the original Territorial Arizona Rangers of 1901-1909. Present Arizona Rangers assist our law enforcement community statewide; provide youth support and community service and work to preserve the tradition, honor and history of the original Territorial Arizona Rangers.

Arizona Rangers, Sierra Vista Company

Referred to herein as "Rangers," is a Unit of the Arizona Rangers, specifically chartered by the Arizona Ranger Corporation to do business in an Arizona Community or Locality.

Company

Refers to a Unit of the Arizona Rangers specifically chartered by the Arizona Ranger Corporation. For the purpose of this MOU it specifically refers to the Arizona Rangers, Sierra Vista Company.

Company Commander

The Captain of the Arizona Rangers, Sierra Vista Company. Duly

**MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY
POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS**



elected annually by vote of the company membership annually at its monthly Business Meeting in April.

"LEA"

Law Enforcement Assistance [or Assist]. Law Enforcement Assistance as conducted by the Arizona Rangers is that which is within the capabilities of the Arizona Rangers, but only under the direction, control and supervision of such authority.

"MOU"

Means Memo of Understanding

"Officer"

A commissioned law enforcement officer of the Huachuca City Police.

"Parties" to this MOU

Huachuca City, on behalf of the Huachuca City Police, as represented by the Police Chief and his/her supporting law enforcement officials or officers; and the Arizona Rangers, Sierra Vista Company as represented by its Company Commander and its Company membership.

"Rangers"

Refers to the Arizona Rangers, Sierra Vista Company

"SOP"

Refers to a Standard Operating Procedure.

POLICY

The spirit and intent of the LEA relationship as outlined in this MOU is to establish and foster an effective and trusted relationship that operates harmoniously, helps ensure the integrity of LEA operations and promotes the best image of both parties among the citizens of Huachuca City. In promotion of these ideals the HCPD and Rangers recognize the following policies and/or general principles as follows:

1. Participating Rangers of this MOU and LEA program must be in good standing in terms of the Arizona Ranger organization and the Law of any legal subdivision (Community, County, State, Federal Government) of the United States of America.
2. The Rangers shall exercise law enforcement support when specifically directed or authorized to do so by the Chief of Police or an Officer of the HCPD while under such authority's direction, control and supervision.
3. Ranger candidates for basic appointment to LEA with HCPD must annually meet the requirements/qualifications for firearms training as outlined/prescribed by AZPOST. Additionally, candidates shall have received basic training as prescribed under the Arizona Rangers Training Academy (ARTA) and receive routine monthly training in areas such as firearms, weapons, self defense, hand cuffing, criminal law, or other training that can be recognized as promoting an individual's knowledge and capabilities in law enforcement assistance activities.
4. Ranger candidates for LEA with HCPD shall be in good standing with the Arizona Ranger organization and pass a background check as conducted by the Arizona Rangers. The background check shall include an updated NCIC check.

**MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY
POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS**



5. The Rangers may assist the HCPD through marked vehicle and or foot patrols of any areas in and around Huachuca City, State of Arizona as directed and when called upon by the Chief of Police or an Officer of the HCPD.
6. The Rangers may provide/conduct external, or extracurricular community service activities within Huachuca City and outside of the LEA program consistent with its statutorily recognized purpose. Such activities typically involve the Rangers providing a uniformed presence at particular Huachuca City events/functions, upon request of the establishment or operator of the event/function without an Officer present. Such activities recognize the Rangers as a 501(c) (3) organization, which relies on voluntary donations for its existence. Such community service duties shall be brought to the attention of the Chief of Police for his/her awareness.
7. The Rangers when authorized, or requested by the Chief of Police and when properly registered pursuant to A.R.S. 28-776 may do funeral escorts with HCPD marked vehicles within the jurisdictional limits of the Chief of Police with or without an Officer in the area.
8. The Rangers may do Traffic Control (direction at intersections and main thoroughfares) upon the request of the Chief of Police, with or without a Huachuca City Officer in the area.
9. The Rangers may be used at parades in all areas of the Huachuca City for Crowd Control and Safety of citizens involved in Parade or spectators of Parade.
10. The Rangers may be used within the jurisdictional limits of Huachuca City during emergencies: such as flooding, fires, evacuations, security, traffic, road closures, accidents, search and rescue operations, or any other requirement the Chief of Police may deem necessary to assist the Department under emergency situations.
11. Rangers who have been properly trained may be used for Crime Scene Preservation if and when the Chief of Police requires assistance.
12. Under the direction, control and supervision of the Chief of Police, specific HCPD marked vehicle(s) may be used by the Rangers. Such vehicles are additionally recognized by outfit with red and blue emergency lights and a HCPD radio, which equipment may only be used when authorized by the Chief of Police.
13. The Rangers shall provide Law Enforcement Assist while wearing prescribed uniforms and Personal Protective Equipment including authorized weapons as outlined in the Arizona Rangers Rules and Regulations. Alternate uniform dress may be permitted, when authorized by the Chief of Police and approved by the Sierra Vista Company Commander.
14. Rangers' use of personal vehicles with Code 3 lights (reds and blues) and sirens while conducting LEA assignments for the HCPD is generally prohibited. This restriction also includes their application while en route to an LEA assignment or duty with the HCPD. Any use of code 3 lights and sirens for LEA assignments with the HCPD shall require a separate authorization from the Chief of Police. The HCPD shall, however, authorize and grant special permission for their use by Rangers of rear-window red and blue flashing lights to protect an accident scene, or when backing up a HCPD Officer during a traffic stop.
15. Anyone performing under this MOU shall endeavor to support the civil rights of all citizens. It shall be the duty and responsibility of all LEA participants to act and advise others consistent with and in respect of these civil rights.

MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



Neither party shall discriminate against any employee or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, family status, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36 as well as the Genetic Information Nondiscrimination Act of 2008.

16. Rangers shall at all times work in a minimum of two-Ranger "pairs," while providing LEA, unless serving as a backup officer to a Huachuca City (or other) law enforcement officer. Rangers shall never work alone.

17. Ranger assignments for LEA duty shall be coordinated through the Company Duty Sergeant (See MOU item "Contacting Rangers for LEA Duty" under section OBLIGATIONS/PROCEDURE). Rangers shall report for LEA Duty through the Company Duty Sergeant and duly report all hours spent on LEA assignments.

OBLIGATIONS/PROCEDURE

AZ Rangers, Sierra Vista Company Mailing Address/General Contact

The mailing address and general contact for the Sierra Vista Company of the Arizona Rangers is as follows:

Mailing Address:	Arizona Rangers, Sierra Vista Company P.O. Box 1801 Sierra Vista, AZ 85636
General Contact:	Company Commander Captain David M. Smith

Contacting Rangers for LEA Duty

Contacting/deploying Arizona Rangers for LEA duty with the HCPD will be coordinated/conducted through its Sierra Vista Company Officers or Officials along the following channels:

Primary/First Contact:	<u>Duty Sergeant</u> MSG Alfred Hirsch 113 Lena Way Huachuca City, AZ 85616 Phone: (Home): (520) 609-4098 Mobile: (520) 609-4098 Email: dutysergeant548@gmail.com
------------------------	--

Alternate/Second Contact;	<u>Company Commander</u> Capt. David Smith 1635 Loma Plaza Sierra Vista, AZ 85650 Phone: (Home): (520) 378-4885 Mobile: (520) 227-6512 Email: topdmsmith@yahoo.com
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**MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY
POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS**



Alternate/Third Contact: Law Enforcement Liaison Officer
Lt Matthew Harris
1411 Casa Buena Ct.
Sierra Vista, AZ 85635
Phone: (Home): (520) 458-4772
Mobile: (520) 227-1196
Email: mharris563@gmail.com

The Rangers will provide the HCPD a roster of its company membership, which includes individuals contact information. Updates of the roster will be routinely provided to the HCPD.

Contacting Huachuca City Police Department

Contact with the Huachuca City Police Department (HCPD) shall be made through its Chief of police, Officer(s), or designee as follows:

Primary/First Contact: Huachuca City Chief of Police
James Thies
Phone: 520-678-9604
Email: jthies@huachucacityaz.gov

Alternate/Second Contact: HCPD Dispatch
(520) 678-9604

Training

Rangers shall be fully trained in the use of any/all personal protective equipment, or weapons carried on their person. Each Ranger for LEA assignment shall be trained and certified in the use of firearms consistent with the Arizona Peace Officer Standards and Training Board (AZPOST). Acceptable training for Rangers personal protective equipment/weapons is the Arizona Rangers Training Academy (ARTA) program.

Rangers shall be further disciplined under a routine internal training program of the Arizona Ranger Organization. The Rangers may be subject to additional training as required and provided by the HCPD.

When different standards for training levels surface, Rangers shall comply with the more stringent.

HCPD representatives are invited to observe Rangers training, with or without notice.

Liability/Insurance

The Parties acknowledge that each assumes liability for its actions and those actions of its own employees, membership, or representatives.

The Rangers shall maintain for its own purpose, Commercial General Liability Insurance in reasonable levels, but no less than \$2,000,000.00 per occurrence. Huachuca City shall provide for the Rangers as "additionally insured" under its automobile liability insurance for the purpose of operating City/Police vehicles. A copy of a Certificate of Insurance naming the Arizona Rangers, Sierra Vista Company as an additional insured under Automobile Liability shall be provided to the Sierra Vista Company Commander.

Financial

There are no financial or compensation obligations of either party to this MOU. It is understood that the Rangers will provide LEA on a Voluntary basis without compensation or benefits of any kind. Further, each of the Parties is individually responsible for their respective expenses and funding costs.

MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



Internal Affairs

HCPD access to internal affairs and individual training records of the Arizona Rangers shall be made by written request to the Internal Affairs Officer of the Arizona Rangers, Sierra Vista Company with copy to the Company Commander.

Internal Affairs Contact: 2nd Lt. David Miller, Internal Affairs Officer
Arizona Rangers, Sierra Vista Company
4425 Territorial Loop Sierra Vista, AZ 85650
Phone (Home): (520) 678-3278
Mobile: (520) 678-3278
Email: dnmbuzz@yahoo.com

[cc:] Capt. David Smith
1635 Loma Plaza
Sierra Vista, AZ 85650
Phone: (Home): (520) 378-4885
Mobile: (520) 227-6512
Email: topdmsmith@yahoo.com

EQUIPMENT

The Parties will each be individually responsible for equipping their respective personnel. To meet the needs of a specific assignment(s), the HCPD may loan or temporarily assign use of property and/or equipment belonging to the Huachuca City to the Rangers (i.e. police vehicle, radio, or other). Such equipment shall be properly used and cared for and returned at the end of each specific assignment.

For equipment and/or property loaned or assigned on a long term basis, as may be needed to practically and reasonably fulfill/support LEA efforts, such equipment use shall be documented to identify the receiving and responsible party. Proper documentation, as necessary, shall be maintained on the equipment/property (condition report at time of issue, O&M records, and condition report at time of return, etc.) for the term/period it is loaned. Equipment will be returned to the lending party when requested or it is no longer needed. No loaned or assigned equipment and/or property shall be considered to have permanently passed in terms of ownership to the receiving party.

HCPD vehicle units under all circumstances shall be maintained by the HCPD. The Rangers shall have no obligation/responsibility to maintain HCPD vehicle units as may be assigned for use by the Rangers. The HCPD shall maintain HCPD vehicle units for use by the Rangers in a safe operating condition.

OVERSIGHT

Oversight of the Rangers is principally governed by the Arizona Ranger Corporation, its Board of Governors and the Corporations By-Laws; General Policies and Procedures; and Rules and Regulations.

Oversight of the LEA program is principally administered by the HCPD and the Ranger Company Commander. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the LEA program will be implemented only after a consensus is reached by the Parties to this MOU.

Issues affecting policy, recommendation, and/or other matters of relevance to this MOU shall be implemented on an ongoing change basis. Such changes shall be memorialized in a Joint Policy Letter, approved by the Chief of Police and the Rangers. Within 60 days, the changes shall be incorporated into this MOU, and the MOU shall be reissued under a new Version Number, with a specific date of revision noted.

The HCPD and Rangers will deploy the LEA capability by sequentially acting through the three principal channels of contacts as outlined in the Contacting Parties subsection of the OBLIGATIONS AND PROCEDURES.

MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



RESPONSIBILITY FOR SOP COMPLIANCE

The Chief of Police and the Rangers Company Commander shall be responsible for ensuring Standard Operating Procedures are followed or carried out. Individuals from both parties are responsible for reading, understanding, and properly exercising the responsibilities, authority, terms and compliance issues of this MOU.

EFFECTIVE DATE; TERM; TERMINATION

This MOU shall become effective upon the latest signature date below, after it is signed by all representative parties. The term of this MOU shall be two years from the effective date. Participation in this Agreement may be terminated by either Party delivering, including delivery by fax, 30 days prior written notice of termination to the other Party. The Parties hereby acknowledge that this Agreement may be canceled for conflict of interest pursuant to the provisions of A.R.S. 38-511 as may be amended from time to time.

NO JOINT VENTURE

Employees of HCPD shall not become employees of Rangers by virtue of this MOU; and the employees, members and volunteers of Rangers shall not become employees of HCPD by virtue of this MOU. Nothing in this MOU shall construed to create any partnership or joint agency relationship between the parties.

NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this MOU; and this MOU shall not affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by Arizona law.

GOVERNING LAW

This MOU and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time. The Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this MOU or resolve disputes hereunder shall be in Cochise County, Arizona.

UPDATES TO MOU

The components and general principles of the LEA relationship, including commitments of personnel and resources, shall be reviewed and refined annually (or, as necessary) by the Chief of Police and Sierra Vista Company Commander. Critical factors to be considered in this process are the following:

1. Review and revise information for Contacting Parties, as necessary.
2. Negotiate and develop common goals.
3. Identify and develop common tasks for both HCPD Officers and Rangers.
4. Develop knowledge of the capabilities and goals of HCPD and Rangers.
5. Articulate well-defined projected outcomes.
6. Establish a reasonable timetable for implementation of commitments.
7. Provide training on the concepts, purpose, and tasks for all involved.
8. Clearly identify the tangible purposes of the LEA relationship.
9. Clearly identify leaders and those responsible for tasks and goals.
10. Update an operational guide on how the partnership will function.
11. Affirm an agreement about how the partnership will proceed, including resources and responsibilities.

**MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY
POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS**



12. Articulate a mutual commitment to providing necessary resources.
13. Establish an assessment and reporting process.
14. Provide knowledgeable, committed people who can carry forth the partnership's objectives.
15. Conduct measurement and evaluation of the LEA relationship.
16. Identify and include key stakeholders.
17. Define/refine purpose, scope, and policy.
18. Address sufficiency of resources (funding, space, staff, etc.).
19. Provide clear assignment of responsibilities.
20. Demonstrated commitment from the executives of the each party.
21. Strong leadership from both parties.
22. Track and identify tangible products and visible outcomes.
23. How is goodwill, trust, and respect promoted/guarded among both parties?
24. Market early successes
25. Regularly scheduled businesslike meetings with agendas and sharing of useful information

**MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY
POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS**



SIGNATURES

The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

HUACHUCA CITY, an Arizona municipal corporation:

Johann R. Wallace, Mayor,

Date

Huachuca City Police Department:

James Thies, Chief Of Police

Date

ARIZONA RANGERS, STATE HEADQUARTERS:

COL Gary Jordan, State Commander

Date

ARIZONA RANGERS, SIERRA VISTA COMPANY:

Capt. David M. Smith, Company Commander

Date

MEMORANDUM OF UNDERSTANDING BETWEEN HUACHUCA CITY POLICE AND THE SIERRA VISTA COMPANY OF THE ARIZONA RANGERS



APPENDICES

Appendix A

Letter from Huachuca City School Superintendent

[Letter from Huachuca City School Superintendent acknowledging Arizona Rangers LEA efforts with Huachuca City Police Department and granting permission to the Arizona Rangers to access school grounds wearing duty and personal protection equipment (i.e. firearms) while conducting LEA efforts under the purview of the Huachuca City Police Department.]

Appendix B

Arizona Rangers Certificate of Liability Insurance

[Copy of Arizona Rangers Certificate of Liability Insurance (Commercial General Liability).]

Appendix C

Huachuca City Certificate of Liability Insurance

[Copy of Huachuca City Certificate of Liability Insurance (Automobile Liability) showing the Arizona Rangers as Additionally Insured.]

Appendix D

Roster - Arizona Rangers, Sierra Vista Company

[Copy of Arizona Rangers, Sierra Vista Company Roster.]

Appendix E

Copies of Drivers License and CCW Permits of Participating Rangers



Multimodal Planning

January 29, 2019

An Arizona Management System Agency

Douglas A. Ducey, Governor
John S. Hallkowski, Director
Dallas Hammit, State Engineer
Gregory Byres, Division Director

FY 2019 & 2020 FTA SECTION 5310 NOTICE OF FUNDING AVAILABILITY

This notice is to announce the availability of the Federal Transit Administration (FTA) two-year grant funding for Federal Fiscal Years 2019 and 2020 administered by the Arizona Department of Transportation (ADOT).

Program Overview

ADOT's Multimodal Planning Division (MPD) administers the FTA Section 5310 grant program, also known as the ADOT Coordinated Mobility Program, which is designed to financially support transit services to enhance mobility for seniors and individuals with disabilities in Arizona. FTA Section 5310 funding is available to fund costs for the purchase of capital (e.g., vehicles, dispatch software, preventive maintenance), operations and mobility management activities.

The 5310 program is moving to a two-year application cycle beginning in 2019. Applicants will need to apply for both years in the same application. Applicants that do not apply in 2019 will not have an opportunity to apply until 2021. Successful applicants will be awarded funding for Federal Fiscal Year 2020 (October 2019 through September 2020) and will receive a preliminary award notice for funding for Federal Fiscal Year 2021 (October 2020 through September 2021).

Applications for regional mobility management will be submitted for one year for FFY2019. Regional mobility management will migrate to a two-year application cycle for FFY2020 and FFY2021 funding.

Application Training Sessions

In-Person Training Session

- Thursday, February 7, 2019 – 9:00 AM – 1:00 PM @ The ADOT HRDC Building - 1142 N. 22nd Ave. Phoenix, AZ 85009

Webinar

- February 12, 2019 – 1:00-3:00 PM [Click Here on 2/12 to Join Session 'As Participant'](#) – Password is 5310

All application materials are to be completed and submitted electronically using ADOT's E-Grants system found at <https://egrants.azdot.gov>. The application will be available January 30, 2019 - March 14, 2019.

Funding Available

ADOT uses two types of Section 5310 funding to fund eligible projects: Formula funds and Surface Transportation Block Grant (STBG) funds. Formula funds can be used for all eligible projects in both the rural and urbanized areas of the state. STBG funds can be used for mobility management and capital projects only in the rural areas of the state.

Applicants in the Tucson UZA are eligible to apply for Section 5310 program funds directly through ADOT since ADOT administers the funds on their behalf. However, applicants in the Phoenix-Mesa UZA are not eligible for funding from ADOT but must apply to the Maricopa Association of Governments (MAG) for 5310 Program funding. Applicants outside of the Phoenix-Mesa UZA but in the MAG region are eligible to apply to ADOT for funding.

ADOT anticipates receiving the following amount for FFY 2019 and FFY 2020 based on the actual FY 2018 federal apportionments for Arizona.

FY 2019 Funding		
Funding Type	Total Available	Maximum Operating Available
Rural	\$ 767,431.80	\$ 268,601.13
Small Urban	\$ 1,072,006.20	\$ 375,201.17
Tucson	\$ 797,340.60	\$ 279,069.21
Rural STBG	\$ 1,350,000.00	Not Eligible for Operating

FY 2020 Funding		
Funding Type	Total Available	Maximum Operating Available
Rural	\$ 767,431.80	\$ 268,601.13
Small Urban	\$ 1,072,006.20	\$ 375,201.17
Tucson	\$ 797,340.60	\$ 279,069.21
Rural STBG	\$ 1,350,000.00	Not Eligible for Operating
Funding amounts based on FY 2018 FTA appropriations		

Eligibility

Eligible applicants for the Section 5310 grant funding include private nonprofit organizations and public agencies that coordinate services or can certify that no non-profit organizations are readily available to provide service in the same area. In addition, private operators of "public transportation" that provide shared-ride service to the general public on a regular basis are also eligible applicants under the Section 5310 program.

All applicants must coordinate with their local Council of Government (COG) or Metropolitan Planning Organization (MPO) and be included in their local coordination plan to be eligible. Complete details about this grant program are in the "[ADOT Coordinated Mobility Grant Guidebook](#)."

Applications are due **March 14, 2019 at 4:00 PM**. Late applications will not be accepted.

Additional information may be found on the ADOT website at, [ADOT Transit Programs and Grants](#). If you have questions about the Section 5310 program, please contact program staff: Lindsay Post, lpost@azdot.gov or 602-712-8774; or Ann Cochran, acochran@azdot.gov or 602-712-7463.

We look forward to receiving your application. Thank you for your interest in FTA funding.

Sincerely,



Jill Dusenberry
Transit Group Manager

ADOT operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).

Memo: Black Friday Town Holiday

February 12, 2019

Town employees currently enjoy "black Friday" or the Friday after Thanksgiving as a Town holiday. When Town Council added Christmas Eve as a Town holiday, the question was raised should "black Friday" be a town holiday, since it is not a federal holiday.

Staff researched this issue thru the annual League Salary Study of cities and towns and found that 73% of towns and cities in Arizona have "black Friday" as a Town holiday.

Council could certainly choose to eliminate "black Friday" as a Town holiday in the employee manual, should they so choose.

I would prefer to keep it as a holiday (as is currently) many of our employees travel for Thanksgiving, and if a majority of our employees chose to travel for Thanksgiving it would become a question of when the vacation request was placed, or seniority regarding who could and who could not take the holiday.

I would add that every city/town I have worked for personally, has had "black Friday" as a Town holiday. Here is the list of Town holidays, per the employee manual:

2.130.590 Holidays.

The holidays to be observed in the town of Huachuca City are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Thanksgiving Day (After – Friday)
Independence Day	Christmas Day
Labor Day	Christmas Eve

Matthew C. Williams

City Manager

Town of Huachuca City, Arizona

mwilliams@huachucacityaz.gov



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2019-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SIERRA VISTA FOR HUMAN RESOURCES SERVICES.

WHEREAS, the City of Sierra Vista has a professional human resources department; and

WHEREAS, the Town of Huachuca City has an immediate need for human resources services; and

WHEREAS, Sierra Vista is willing and able to provide to the Town its human resources services, at a reasonable cost; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and Huachuca City and Sierra Vista desire to jointly exercise their powers and enter into an Intergovernmental Agreement whereby Sierra Vista will allow the use of its human resources services, pursuant to the terms of the agreement attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1. The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A".
- Section 2. The Town's officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.
- Section 3. The Town's officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 14th DAY OF
FEBRUARY, 2019.**

Johann Wallace, Mayor

ATTEST:

Jennifer Fuller, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney

EXHIBIT A

[Agreement with City of Sierra Vista must be attached.]

**Memorandum of Understanding
Between
The City of Sierra Vista
And
The Town of Huachuca City
For
Human Resources Support**

This MEMORANDUM OF UNDERSTANDING is made between the City of Sierra Vista ("COSV") and Huachuca City ("HC").

WHEREAS, both parties are political subdivisions of the State of Arizona; and

WHEREAS, HC has an immediate human resources need that would benefit from an impartial third-party evaluating the situation; it is therefore

AGREED:

1. **SCOPE OF SERVICE** – COSV shall provide HC the following investigative assistance:
 - a. Either Barbara Fleming, COSV Chief Human Resources Officer, or Jennifer Dumond, COSV Human Resources Management Analyst, shall investigate the HC situation through methods that may include but are not limited to in-person interviews, phone calls, and review of written and electronic documentation as such documentation exists.
 - b. Ms. Fleming and Ms. Dumond shall track their time separately. HC shall be invoiced at the following hourly rates for each person's time:
 - i. Barbara Fleming at a rate of \$71.78 per hour
 - ii. Jennifer Dumond at a rate of \$40.74 per hour
 - c. COSV will invoice HC when COSV staff are finished with their evaluation of the situation. If COSV's services extend beyond the initial term, COSV shall invoice at the end of each successive term.
 - d. If any unexpected and significant expenses are incurred, or are expected to occur, HC agrees to reimburse COSV for those expenses upon documentation and a request provided by COSV. If the expense can be anticipated, COSV will make every reasonable attempt to request reimbursement from HC in advance.

2. **DELIVERY** - Any notice, communication, or data files required or permitted under this **MOU** shall be sufficiently given if delivered through an official company or government email address, in person, or by certified mail (with return receipt requested) to the address one party may have furnished to the other in writing.
3. **PRIVACY** - The City will utilize the data provided pursuant to this **MOU** as a tool for operational and analytical purposes only by City staff. The data, and any displays created using the data, will not be hosted, advertised, or distributed for general public consumption except in circumstances of specific public information requests.
4. **TERM** - The arrangements made by the Parties by the **MOU** shall remain in place for a time period not to exceed 90 days. Either or both Parties may terminate the **MOU** no less than thirty (30) days prior to the proposed termination date with written notice to the other Party. The **MOU** may be extended for additional 30 day periods upon mutual consent of both Parties.
5. **LIABILITY** - HC shall indemnify, defend and hold harmless the COSV from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made by or against any person, caused by, arising out of, or contributed to, in part, by reasons of this **MOU**. HC's obligations under this section shall not extend to any liability caused by the sole fault of COSV or its employees.
6. **AMENDMENTS** - The **MOU** may be amended or supplemented by written agreement of the **PARTIES**.
7. **DISPUTE RESOLUTION** - In the event of a dispute between the Parties in the negotiation of the final binding contract relating to the **MOU**, a dispute resolution group will convene consisting of two representatives from each Party. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to continue the **MOU**.

8. **ASSIGNMENT** - Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall be unreasonably withheld.
9. **SEVERABILITY** - If any provision of the **MOU** is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of the **MOU** invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **PRIOR MEMORANDUM SUPERSEDED** - The **MOU** constitutes the entire **MEMORANDUM OF UNDERSTANDING** between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.
11. **UNDERSTANDING** - It is mutually agreed upon and understood by and among the Parties of the **MOU** that:
 - a. Each Party will work together in a coordinated fashion for the continued fulfillment of the **MOU**.
 - b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
 - c. To the extent possible, each Party will participate in the fulfillment of the terms of the **MOU**.
 - d. Nothing in the **MOU** shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of the **MOU** will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. The **MOU** does not provide such authority.
 - e. The **MOU** is not intended to and does not create any right, benefit, or trust responsibility.
 - f. The **MOU** will be effective upon the signature of both Parties.

12. OTHER TERMS

- a. **NON-DISCRIMINATION** - To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36
- b. **WORKER'S COMPENSATION** - For purposes of workers' compensation, an employee of a Party to this MOU, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
- c. **CONFLICT OF INTEREST** - This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- d. **NO BOYCOTT OF ISRAEL** - In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement,

investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

- e. **IRAN/SUDAN** - Pursuant to A.R.S. §§ 35-391, *et seq.*, and 35-393, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and shall not have a scrutinized business operation in either Sudan or Iran during the term of this Lease.
- f. **COMPLIANCE WITH IMMIGRATION LAWS** - The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
- g. **INSPECTION AND AUDIT** - The parties agree to retain and dispose of all books, accounts, reports, files, and other records pursuant to the provisions of the Arizona State Library, Archives & Public Records General Records Retention Schedule for All State and Local Agencies. The parties further agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.
- h. **PUBLIC RECORDS LAW** - Notwithstanding any other provision of the agreement, the parties understand that all of the other parties are public entities and, as such, are each subject to Arizona's public records law, A.R.S. § 39-121 *et seq.*
- i. **JURISDICTION AND APPLICABLE LAW** - This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

SIGNATORIES

TOWN OF HUACHUCA CITY

CITY OF SIERRA VISTA

JOHANN WALLACE
Mayor

FREDERICK W. MUELLER
Mayor

ATTEST:

By: _____
Jennifer Fuller, Town Clerk

By: _____
Jill Adams, City Clerk

APPROVED AS TO FORM:

Thomas Benavidez, City Attorney
Town of Huachuca City

Nathan Williams, City Attorney
City of Sierra Vista

